

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

A. Mayor and Councilmember's Oath of Office

**Discussion Items**

**Approval of Minutes** (*Written Comment Only Accepted from Audience.*)

1. Approval of the November 25, 2019 City Council Meeting Minutes.
2. Approval of the December 2, 2019 City Council Work Session Minutes.
3. Approval of the December 9, 2019 City Council Meeting Minutes.

**Action Item for January 6, 2020**

4. Consider the Proposed Position of Custodian with a Pay Grade of Pay Code 1 and Authorize the Mayor to Sign the Memorandum of Understanding with Teamsters 763 Regarding the Position.

**Consent**

5. Approval of the December 11, 2019 Claims in the Amount of \$1,832,691.43 Paid by EFT Transactions and Check Number's 136774 through 136944 with Check Numbers 132140, 132841, & 134282 Voided.
6. Approval of the December 18, 2019 Claims in the Amount of \$529,916.80 Paid by EFT Transactions and Check Number's 136945 through 137099 with Check Number 135214 Voided.
7. Approval of the December 20, 2019 Payroll in the Amount of \$1,784,506.10, Paid by EFT Transactions and Check Numbers 32822 through 32853.

**Marysville City Council Work Session****January 6, 2020****7:00 p.m.****City Hall**

8. Approval of the December 25, 2019 Claims in the Amount of \$829,316.75 Paid by EFT Transactions and Check Number's 137100 through 137248 with No Check Numbers Voided.

9. Approval of the December 26, 2019 Claims in the Amount of \$679,179.97 Paid by EFT Transactions and Check Number's 137286 through 137396 with Check Number 137015 Voided.

10. Approval of the January 1, 2020 Claims in the Amount of \$27,209.96 Paid by EFT Transactions and Check Number's 137249 through 137285 with No Check Numbers Voided.

**Review Bids****Public Hearings****New Business**

11. Consider the Professional Services Agreement with Strategies 360.

12. Consider the Grant Agreement with the U.S. Department of Homeland Security to Assist in the Preparing for all Hazards and Enhance Local Jurisdiction Capabilities.

13. Consider the Health Benefits Agreement with Alliant Insurance Services.

14. Consider the ILA with Whatcom County Parks & Recreation for the Use of the Whatcom County Gun Range.

15. Consider the ILA with Snohomish County Renewing the Ending Homeless Program.

16. Consider the Citizen Advisory Committee's CDBG Funding Recommendations for Program Years 2020 and 2021.

17. Consider the Washington State Department of Commerce Grant Award to Update the Downtown Master Plan and Development Regulations.

18. Consider an **Ordinance** Authorizing the Maximum Capacity of a Local Sales and Use Tax, Creating the Affordable and Supportive Housing Sales Tax Credit Fund, and Adding a New Chapter 3.105 to the City's Code.

**Legal****Mayor's Business****Staff Business**

*Work Sessions are for City Council study and orientation – Public Input will be received at the January 13, 2020 City Council meeting.*

**Marysville City Council Work Session**  
**7:00 p.m.**

January 6, 2020 City Hall

**Call on Councilmembers**

Election of Council President

Committee Board Assignments

- a. Community Transit Board of Directors Selection

**Adjournment/Recess**

**Executive Session**

- A. Litigation
- B. Personnel
- C. Real Estate

**Reconvene**

**Adjournment**

**Special Accommodations:** The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact the City Clerk's office at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two business days prior to the meeting date if any special accommodations are needed for this meeting.

# *Index #1*



|  |                   |
|--|-------------------|
| <b>Call to Order/Pledge of Allegiance/Roll Call</b>  | 7:00 p.m.         |
| <b>Approval of the Agenda</b>  | Approved          |
| <b>Committee Reports</b>   |                   |
| <b>Presentations</b>   |                   |
| Snohomish Health District  | Presented         |
| <b>Audience Participation</b>  | Presented         |
| <b>Consent Agenda</b>  |                   |
| Approval of the November 6, 2019 Claims in the Amount of \$1,841.817 Paid by EFT Transactions and Check Numbers 136115 through 136275 with No Check Numbers Voided.                | Approved          |
| Approval of November 13, 2019 Claims in the Amount of \$946,011.22 Paid by EFT Transactions and Check Numbers 136276 through 136428 with Check Numbers 133871 and 134958 Voided.   | Approved          |
| <b>New Business</b>  |                   |
| Consider Approving the 2020 Transportation Benefit District Projects   | Approved          |
| Consider Approving the Highway9 Exploratory Well Project, Starting the 45-Day Lien Filing Period for Project Closeout.   | Approved          |
| Consider Approving the Professional Services Agreement for the Wastewater Collection System Infiltration & Inflow Evaluation with BHC Consulting, Inc. in the Amount of \$140,964. | Approved          |
| Consider Approving the Waste 2 Resources Waste Reduction and Recycling Education Grant Agreement with the Department of Ecology.   | Approved          |
| Consider Approving the South Correctional Entity (*SCORE) Interlocal Agreement for Inmate Housing Services.  | Approved          |
| Consider Approving the Snohomish County PUD Electrical Distribution Easement for the Civic Center Project.   | Approved          |
| <b>Legal</b>   |                   |
| <b>Mayor's Business</b>  |                   |
| <b>Staff Business</b>  |                   |
| <b>Call on Councilmembers</b>  |                   |
| <b>Recess</b>  | 8:01 p.m.         |
| <b>Executive Session</b>   | 8:06 p.m.         |
| Litigation – two items   | One item Approved |
| <b>Reconvene</b>   | 8:21 p.m.         |
| <b>Adjournment</b>   | 8:21 p.m.         |

**City Council**



**1049 State Avenue  
Marysville, WA 98270**

**Regular Meeting**

**Minutes**

**November 25, 2019**

**Call to Order**

Mayor Nehring called the meeting to order at 7:00 p.m.

**Invocation**

Kinder Smoots from Eagle Wings Ministry gave the invocation.

**Pledge of Allegiance**

Mayor Nehring led those present in the flag salute.

**Roll Call**

**Present:** Mayor Jon Nehring, Council President Kamille Norton, Councilmember Jeff Vaughan, Councilmember Mark James, Councilmember Michael Stevens, Councilmember Rob Toyer, Councilmember Steve Muller, Councilmember Tom King, Parks Director Tara Mizell, City Engineer Jeff Laycock, Deputy City Attorney Burton Eggertsen, Finance Director Sandy Langdon, Interim Police Chief Jeff Goldman, Fire Chief Martin McFalls, Community Development Director Jeffrey Thomas, Information Svc. Analyst Mike Davis, Public Relations Admin. Connie Mennie, Commander Wendy Wade, Recording Secretary Laurie Hugdahl

**Approval of the Agenda**

**Motion to Approve** the agenda moved by Councilmember Rob Toyer, seconded by Councilmember Mark James.

**AYES: ALL**

**Committee Reports**

Councilmember King had the following reports:

- He attended the November 14 Community Development Block Grant Committee meeting where they began to finalize applications.
- The Fire Board met last week and approved its budget for next year. The Chief had a badge pinning for two promotions. The crew was also presented with a Phoenix award for their quick action on an aid call.
- At the Parks Board meeting Director Mizell reported on new employees and presented the Board with a conceptual plan of the Olympic View Park. A citizen commented she will be donating three trees in honor of her grandchildren.

Councilmember Norton reported on the November 13 Public Safety Committee Meeting where they discussed how things are going in the Police Department. The Records Department went through an access audit and received a clean audit. Code Enforcement has a new park ranger. They are updating their web page and have a few new vehicles in their fleet. There are seven open patrol positions, one open custody officer position, and one open records position. The Committee also received an update on the Neighborhood Livability and Encampment Enforcement Program.

Councilmember Muller gave an update on the November 15 Hotel Motel Tax Committee meeting. They awarded grants to several applicants, and will be bringing these forward to the Council.

Councilmember James also reported on the Community Development Block Grant Committee meeting.

**Presentations**

A. Snohomish Health District

Shawn Frederick, Interim Administrator, Snohomish Health District made a presentation on the current state of the Snohomish Health District (presentation in Council packet).

Councilmember James asked clarification questions regarding Snohomish Health District funding, and Mr. Frederick responded.

Councilmember King asked what the WIC (Women Infants and Children) program is. Mr. Frederick reviewed the purpose and history of this program.

Councilmember Vaughan commented that as a representative for the City on the Board of Health he thanked Mr. Frederick for his leadership. He asked Mr. Frederick to give an update on the vaping issue. Mr. Frederick explained there had been a ban on the sale of flavored liquids for the vaping devices for 90 days or until a common link between the cases was discovered. They now believe there is a link with Vitamin E acetate so there was conversation around expanding the ban to include vaping devices that include this compound. This conversation will be ongoing.

Mayor Nehring thanked Mr. Frederick for his presentation and congratulated him on the election.

**Audience Participation**

Aden and Elsie Stevens with Skagit Defenders Speech and Debate Club made a presentation and requested Councilmembers to consider volunteering to judge their debate speeches in January.

**Approval of Minutes**

**Consent**

- 1. Approval of the November 6, 2019 Claims in the Amount of \$1,641,817.44 Paid by EFT Transactions and Check Numbers 136115 through 136275 with No Check Numbers Voided.
- 2. Approval of the November 13, 2019 Claims in the Amount of \$946,011.22 Paid by EFT Transactions and Check Numbers 136276 through 136428 with Check Numbers 133871 & 134958 Voided.

**Motion to Approve** Consent Agenda items 1 and 2 moved by Councilmember Michael Stevens seconded by Councilmember Tom King.

**AYES: ALL**

**Review Bids**

**Public Hearings**

**New Business**

- 3. Consider Approving the 2020 Transportation Benefit District Projects.

City Engineer Jeff Laycock made a presentation regarding the 2020 Transportation Benefit District (TBD) projects as recommended by staff including a project breakdown with a description of estimated expenditures, project photos and map. The proposed 2020 TBD program total is \$4,535,000 and includes \$2,000,000 for Pavement Preservation and \$2,535,000 for TBD Projects carried over into 2020.

**Council Comments and Questions:**

Councilmember Muller asked if it is realistic to get all these projects done. Mr. Laycock acknowledged that they are busy and it is ambitious, but staff believes they can manage it.

**Motion to Approve** the 2020 Transportation Benefit District Projects as recommended by staff moved by Councilmember Jeff Vaughan seconded by Councilmember Michael Stevens.

**AYES: ALL**

- 4. Consider Approving the Highway 9 Exploratory Well Project, Starting the 45-Day Lien Filing Period for Project Closeout.

City Engineer Laycock reviewed this item.

**Motion to Approve** the Highway 9 Exploratory Well Project, Starting the 45-Day Lien Filing Period for Project Closeout moved by Councilmember Tom King seconded by Councilmember Steve Muller.

**AYES: ALL**

- 5. Consider Approving the Professional Services Agreement for the Wastewater Collection System Infiltration & Inflow Evaluation with BHC Consulting, Inc. in the amount of \$140,964.

City Engineer Laycock reviewed this item.

**Motion to Approve** the Professional Services Agreement for the Wastewater Collection System Infiltration & Inflow Evaluation with BHC Consulting, Inc. in the amount of \$140,964 moved by Council President Kamilie Norton seconded by Councilmember Steve Muller.

**AYES: ALL**

- 6. Consider Approving the Waste 2 Resources Waste Reduction and Recycling Education Grant Agreement with the Department of Ecology.

City Engineer Laycock reviewed this item.

**Motion to Approve** the Waste 2 Resources Waste Reduction and Recycling Education Grant Agreement with the Department of Ecology moved by Councilmember Steve Muller seconded by Councilmember Michael Stevens.

**AYES: ALL**

- 7. Consider Approving the South Correctional Entity (SCORE) Interlocal Agreement for Inmate Housing Services.

Interim Chief Goldman reviewed this item which guarantees Marysville five beds at this facility. This is the 2020 renewal of the current agreement.

Council President Norton asked about the expected impact of the new charges. Interim Chief Goldman reviewed the numbers.

**Motion to Approve** the South Correctional Entity (SCORE) Interlocal Agreement for Inmate Housing Services moved by Councilmember Mark James seconded by Councilmember Tom King.

**AYES: ALL**

8. Consider Approving the Snohomish County PUD Electrical Distribution Easement for the Civic Center Project.

Deputy City Attorney Burton Eggertsen reviewed this item related to installing underground wires and overhead connections.

**Motion to Approve** the Snohomish County PUD Electrical Distribution Easement for the Civic Center Project moved by Council President Kamille Norton seconded by Councilmember Michael Stevens.

**AYES: ALL**

## Legal

### Mayor's Business

Mayor Nehring had the following comments:

- He attended a Boeing update where they heard from test pilots of the 737 Max. Boeing is being very diligent to address issues.
- He attended the NJROTC passing review which was phenomenal.
- He met with Congressman Larsen who was in town to discuss Marysville's priorities.
- He met today with a Korean government delegation in Arlington who took a tour of the MIC area. Overall, it was very positive.

### Staff Business

Interim Chief Goldman acknowledged Commander Wade for all her work and wished everyone a Happy Thanksgiving.

Director Langdon wished everyone a Happy Thanksgiving.

Burton Eggertsen stated the need for an Executive Session to address two items related to pending litigation with action requested on one item. The expected length of the Executive Session was 10 minutes.

Jeff Laycock wished everyone a Happy Thanksgiving.

Director Mizell wished everyone a Happy Thanksgiving.

Chief McFalls wished everyone a Happy Thanksgiving.

Community Development Director Thomas reported that he and Connie Mennie spent parts of four days last week at the 2019 Pacific Marine Expo promoting the Cascade Industrial Center. It was a great event for the Marysville and Arlington. Other jurisdictions were very impressed with the efforts that Marysville and Arlington have done.

### **Call on Councilmembers**

Jeff Vaughan followed up on the presentation by the Health District. He noted that Marysville is not currently a per capita city. He commented that there have been a number of changes with the Health District, especially with the leadership, and that it might be worth considering this again. He wished everyone a Happy Thanksgiving.

Mark James reported that he and several other Councilmembers went to San Antonio for the National League of Cities meeting.

Tom King reported that he attended the Chamber breakfast last Friday where they received a presentation from the Naval Commander regarding the State of the Naval Base. He commented that the holiday lights look good, and the float is getting ready for the parade. He expressed appreciation for the Health District presentation. He wished everyone a Happy Thanksgiving.

Michael Stevens agreed that San Antonio was a great experience. He commended Aden and Elsie for their presentation, and encouraged Councilmembers to participate in the Skagit Defenders debate activity.

Rob Toyer wished everyone a Happy Thanksgiving. He requested that staff put the Health District funding topic on the next agenda.

Steve Muller also commended Aden and Elsie for their presentation.

Kamille Norton thanked Aden and Elsie for coming out tonight and wished everyone a Happy Thanksgiving.

### **Adjournment/Recess**

Mayor Nehring adjourned the meeting at 8:01 for five minutes before reconvening in Executive Session for ten minutes to address two items.

### **Executive Session**

- A. Litigation - two items, RCW 42.30.110(1)(i)
- B. Personnel
- C. Real Estate

Executive Session was extended 5 minutes.

**Motion** made by Councilmember Muller, seconded by Councilmember Stevens, to authorize the Mayor to sign settlement agreement in the amount of \$13,000 to settle litigation Eric Hood v. City of Marysville.

**AYES: ALL**

**Reconvene**

Executive Session ended and public meeting reconvened at 8:21 p.m.

**Adjournment**

The meeting was adjourned at 8:21 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor  
Jon Nehring



# *Index #2*

**City Council**



**1049 State Avenue  
Marysville, WA 98270**

**Work Session  
Meeting Minutes  
December 2, 2019**

**Call to Order**

The meeting was called to order by Council President Norton at 7:00 p.m. She announced that she would be chairing the meeting as Mayor Nehring had an excused absence.

**Pledge of Allegiance**

Council President Norton led those present in the Pledge of Allegiance.

**Roll Call**

**Present:** Council President Kamille Norton (Chair), Councilmember Mark James, Councilmember Jeff Vaughan, Councilmember Michael Stevens, Councilmember Rob Toyer, Councilmember Steve Muller, Councilmember Tom King, Community Development Director Jeffrey Thomas, Finance Director Sandy Langdon, Parks Director Tara Mizell, Public Works Director Kevin Nielsen, Interim Police Chief Jeff Goldman, Fire Chief Martin McFalls, Public Relations Admin. Connie Mennie, Commander Wendy Wade, Information Svc. Analyst Mike Davis, Deputy City Attorney Burton Eggertsen, CAO Gloria Hirashima

**Approval of the Agenda**

**Motion to Approve** the agenda moved by Councilmember Tom King seconded by Councilmember Mark James.

**AYES: ALL**

**Committee Reports**

**Presentations**

A. 3rd Quarter Budget Update

Finance Director Langdon made a PowerPoint presentation related to 3rd Quarter Budget Updates.

**Motion to Approve** 3rd Quarter Budget Update moved by Councilmember Tom King seconded by Councilmember Mark James.

**AYES: ALL**

**B. Snohomish County Health District per Capita Discussion**

CAO Hiroshima reported that staff checked with the Health District to find out the status of contribution resolutions by cities for 2020. She offered to bring this to the next meeting.

Councilmember Vaughan reviewed some background on the Health District revenue status. He suggested that this is a good time to revisit the per capita contribution by Marysville. He gave a quick overview of contributions by other cities and discussed options available for contributions.

Councilmember Toyer spoke in support of contributing to the Health District.

Councilmember Stevens spoke in support of contributing to the Health District on a quarterly basis.

Councilmember Norton spoke in support of contributing a dollar. She also spoke in support of the quarterly contributions.

Councilmember King also spoke in support of contributing and noted he was impressed with the presentation.

There was consensus to bring this back as an agenda item next week.

**Legal**

**Approval of Minutes**

1. Approval of the November 4, 2019 City Council Work Session Minutes.

**Consent**

2. Approval of the November 20, 2019 Payroll in the Amount of \$1,312,174.12, Paid by EFT Transactions and Check Numbers 32775 through 32792.
3. Approval of the November 20, 2019 Claims in the Amount of \$636,881.57 Paid by EFT Transactions and Check Numbers 136429 through 136546 with No Check Numbers Voided.

4. Approval of the November 27, 2019 Claims in the Amount of \$961,734.63 Paid by EFT Transactions and Check Numbers 136547 through 136666 with No Check Numbers Voided.

### **Review Bids**

5. Consider the Alder Avenue Sidewalks Contract with Welwest Construction in the Amount of \$153,553.50, and Approve a Management Reserve of \$15,000.00 for a Total Allocation of \$168,553.50.

Director Nielsen explained that sidewalks would be added on Alder from 3rd to 4th. This is a grant from the CDBG.

6. Consider the State Avenue (100th Street NE to 104th Street NE) Corridor Improvement Project with Strider Construction Company in the Amount of \$11,768,403.08 Including Washington State Sales Tax and Approve a Management Reserve of \$500,000.00 for a Total Allocation of \$12,268,403.08.

Director Nielsen explained this would construct a build a bridge at 100th. It is partly funded by the TIB.

Council President Norton noted that it was significantly more than the Engineer's Estimate. Director Nielsen acknowledged this, but commented he did not think they would get a lower bid. He spoke in support of approving this and moving to Phase 2.

Councilmember King asked how long this was expected to take. Director Nielsen replied it is approximately 18 months.

Director Nielsen thanked the Council for supporting this.

7. Consider the Civic Center Project with Lydig Construction, Inc.

CAO Hiroshima stated that this is a placeholder until the documents are ready.

### **Public Hearings**

8. An Ordinance Amending Chapter 7.08 of the Marysville Municipal Code. (Action to be taken December 9, 2019)

Finance Director Langdon reviewed proposed changes to the MMC relating to sanitation. There will be a public hearing related to this at the next meeting.

### **New Business**

9. Consider the Supplemental Agreement No. 2 to the City's Professional Services Agreement with WSP USA, to extend the Contract Term through June 30, 2020.

Director Nielsen explained that this is a continuation of the Grove Street Overcrossing project to help with permitting.

10. Consider the Buy/Sell Agreement with Mitigation Banking Services, LLC for the Purchase of 0.08 Wetland Credits in the Amount of \$16,800.00.

This will support the State Avenue project by buying into the wetland bank.

11. Consider the No-Cost Supplemental Agreement No. 5 to the City's Professional Agreement with KPG, Inc. to extend the Agreement End Date to June 15, 2020 for the Highway Safety Improvement Program.

Director Nielsen explained that this is to support the signal at 80th. The project is currently at 90% design.

12. Consider the Purchase Order with Western Peterbilt, Inc. for Two (2) 2020 Autocar Commercial Front Loader Refuse Trucks in the Amount of \$776,146.95.

Director Nielsen explained this is for replacement front loader refuse trucks.

13. Consider the Contract Amendment with Snohomish County Human Services for Senior Center Projects.

Director Mizell explained that this is an amendment to a grant that was already approved.

14. Consider the Interlocal Cooperative Agreement with Whatcom County for Jail Prisoner Transports.

Commander Wade explained that this is a renewal for the contract with Whatcom County.

15. Consider the Memorandum of Understanding with the Port of Everett Related to Economic Development within the Cascade Industrial Center and the City.

Director Thomas introduced Terrie Battuello, Chief of Business and Economic Development, Port of Everett who made a presentation related to the proposed Memorandum of Understanding (MOU) to express and formalize common interests regarding the Cascade Industrial Center and the City in general. Arlington has already voted to approve the MOU.

16. Consider the Interlocal Agreement with Snohomish County for Increased Embedded Social Worker Funding.

Interim Chief Goldman reviewed this item related to funding of the embedded social worker. Staff is proposing funding 100% of the assigned social worker's salary and benefits through December 31, 2021. This will allow the social worker to work in Marysville 100% of the time.

There was discussion about the price and benefits. Councilmember Vaughan pointed to the high price tag and asked why the City doesn't hire its own social worker. Interim Chief Goldman explained how working in partnership with the County provides accessibility to programs not available to independent social workers. Other cities who have done this do not have access to the same resources. Arlington is looking at moving to a similar arrangement.

Councilmember Vaughan asked for clarification on the termination clause. Deputy City Attorney Eggertsen reviewed this.

17. Consider the Hotel Motel Grant Review Committee's Recommendation on Award Funding for 2020.

Councilmember Muller reviewed the recommendations for funding. He noted that not all the applications were funded. There were discussions about supporting applications that generate trips to Marysville and overnight stays in hotel rooms. CAO Hirashima also commented on the committee's discussions. They would like to see a wider array of events and activities that generate hotel nights. There will be a planning meeting in early 2020 to discuss strategies. The committee wants to try to make sure these grants end up benefiting the hotels.

Council President Norton concurred that she would like to see the funds used in a more strategic way. She suggested that the Council could also discuss this in the new year after the committee has a chance to discuss it.

18. Consider an Ordinance to Amend Marysville Municipal Code 3.104, Industrial/ Manufacturing Property Tax Exemption Eligibility.

Director Thomas explained that this ordinance relates to an amendment to the Marysville Municipal Code (MMC). He discussed the existing property tax exemption requirements and the proposed amendments to define a "family living wage job" and adjust the family living wage to \$26.08 per hour with an annual adjustment for inflation by the Consumer Price Index (CPI). This has generated a lot of public feedback. As a result staff has proposed an alternative family wage suggestion which would have fixed increases in lieu of the CPI increases.

Council President Norton referred to letters the Council received which expressed concerns about the proposed increase. Director Thomas explained that the alternate option is an attempt to address these concerns by phasing it in. With regard to concerns raised by small businesses, he agreed that it was difficult to find something that works for everyone.

Councilmember Vaughan asked if other jurisdictions have a similar wage requirement. Director Thomas stated that Arlington will be waiting to see what happens with Marysville, but there have been discussions between the two administrations. Both jurisdictions have received comments and seem to be interested in a phased in approach. Councilmember Vaughan noted that one of the big advantages to doing business up here is a lower cost of doing business. He expressed concern that this might be a disincentive and could take away a competitive advantage. The letters they received today are from people actively doing work in the area, so he is concerned about that.

Council President Norton commented on the value of having a similar minimum wage as Arlington. CAO Hirashima agreed that it is important for the two jurisdictions to be in lock step regarding this. She reviewed some of the background on the original legislation.

19. Consider an Ordinance Amending the 2019-2020 Biennial Budget and Providing for the Increase in Certain Expenditure Items as Budgeted for in Ordinance No. 3108.

Finance Director Langdon reviewed this item related to 2019-2020 biennial budget amendments.

20. Consider an Ordinance Amending Chapter 6.33 of the Municipal Code to Incorporate by Reference RCW 9A.86.010.

Deputy City Attorney Eggertsen reviewed this item.

### **Mayor's Business**

21. Legislative Priorities

Council President Norton solicited comments on these items contained in Council's packet.

Councilmember James thought they looked the same as last year. CAO Hirashima agreed, but noted that the waterfront item was adjusted.

Councilmember Toyer asked what impact the car tab legislation would have on cities. CAO Hirashima explained that it is not clear yet, but it is realistic to expect everything will be scrutinized.

### **Staff Business**

Sandy Langdon had no comments.

Kevin Nielsen commented that there would be no Public Works Committee meeting.

Jeff Thomas had no comments.

Interim Chief Goldman commented that the police are ready for the parade on Saturday. There will be no Public Safety Committee meeting in December.

Chief McFalls had no comments.

Connie Mennie had no comments.

Tara Mizell commented that the parade starts at 6:30 p.m. on Saturday. It will be a very busy weekend.

Burton Eggertsen had no comments.

Gloria Hirashima had no further comments.

### **Call on Councilmembers**

Steve Muller had no comments.

Michael Stevens had no comments.

Mark James gave documents to staff to distribute from his trip to the NLC.

Tom King commented that the banners and lights look good around town.

Rob Toyer had no comments.

Jeff Vaughan asked if other local governments are getting away from using MOUs. Deputy City Attorney Eggertsen indicated he would look into it.

Kamille Norton asked councilmembers to think about committee assignments for the new year. She will be contacting each councilmember to discuss preferences.

### **Adjournment/Recess**

Council adjourned at 8:45 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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Mayor  
Jon Nehring



# *Index #3*

|   |           |
|---|-----------|
| <b>Call to Order/Pledge of Allegiance/Roll Call</b>   | 7:00 p.m. |
| <b>Approval of the Agenda</b>   | Approved  |
| <b>Committee Reports</b>  |           |
| <b>Presentations</b>  |           |
| Proclamation: Honoring City Councilmember Rob Toyer   | Presented |
| <b>Audience Participation</b>   |           |
| <b>Approval of Minutes</b>  |           |
| Approval of the November 4, 2019 City Council Work Session Minutes.   | Approved  |
| Approval of the November 12, 2019 City Council Meeting Minutes.   | Approved  |
| <b>Consent Agenda</b>   |           |
| Approval of the November 20, 2019 Payroll in the Amount of \$1,312,174.12, Paid by EFT Transactions and Check Numbers 32775 through 32792.  | Approved  |
| Approval of the November 20, 2019 Claims in the Amount of \$636,881.57, Paid by EFT Transactions and Check Numbers 136429 through 136546 with No Check Numbers Voided.  | Approved  |
| Approval of the November 27, 2019 Claims in the Amount of \$961,734.63, Paid by EFT Transactions and Check Numbers 136547 through 136666 with No Check Numbers Voided.  | Approved  |
| Consider Approving the Supplemental Agreement No. 2 to the City's Professional Services Agreement with WSP USA, to extend the Contract Term through June 30, 2020.  | Approved  |
| Consider Approving the Buy/Sell Agreement with Mitigation Banking Services, LLC for the Purchase of 0.08 Wetland Credits in the Amount of \$16,800.00.  | Approved  |
| Consider Approving the No-Cost Supplemental Agreement No. 5 to the City's Professional Agreement with KPG, Inc. to extend the Agreement End Date to June 15, 2020 for the Highway Safety Improvement Program. | Approved  |
| Consider Approving the Purchase Order with Western Peterbilt, Inc. for Two (2) 2020 Autocar Commercial Front Loader Refuse Trucks in the Amount of \$776,146.95.  | Approved  |
| Consider Approving the Contract Amendment with Snohomish County Human Services for Senior Center Projects.  | Approved  |
| Consider Approving the Interlocal Cooperative Agreement with Whatcom County for Jail Prisoner Transports.   | Approved  |
| Approval of the December 4, 2019 Claims in the Amount of \$4,484,252.27, Paid by EFT Transactions and Check Numbers 136667 through 136773 with No Check Numbers Voided.                                       | Approved  |
| Approval of the December 5, 2019 Payroll in the Amount of \$1,856,013.01, Paid by EFT Transactions and Check Numbers 32793 through 32821.   | Approved  |
| Consider Approving the Hotel Motel Grant Review Committee's Recommendation on Award Funding for 2020.   | Approved  |
| <b>Review Bids</b>  |           |

|  |                                |
|--|--------------------------------|
| Consider Awarding the Alder Avenue Sidewalks Contract to Welwest Construction in the Amount of \$153,553.50, and Approve a Management Reserve of \$15,000.00 for a Total Allocation of \$168,553.50.   | Approved                       |
| Consider Awarding the State Avenue (100th Street NE to 104th Street NE) Corridor Improvement Project to Strider Construction Company in the Amount of \$11,768,403.08 Including Washington State Sales Tax and Approve a Management Reserve of \$500,000.00 for a Total Allocation of \$12,268,403.08. | Approved                       |
| Consider Awarding the Marysville Civic Center Project to Lydig Construction, Inc. in the Amount of \$47,643,870.00 Including Washington State Sales Tax and Approve a Management Reserve of \$2,382,193.50, for a Total Allocation of \$50,026,063.50.   | Approved                       |
| <b>Public Hearings</b>   |                                |
| Consider Approving an Ordinance Amending Chapter 7.08 of the Marysville Municipal Code, adding an option and rate for a second recycling bin, adding an alternative for dumpsters that create unsafe conditions, and correcting inconsistencies in the code.   | Approved<br>Ordinance No. 3141 |
| <b>New Business</b>  |                                |
| Consider Approving the Memorandum of Understanding with the Port of Everett Related to Economic Development within the Cascade Industrial Center and the City.   | Approved                       |
| Consider Approving the Interlocal Agreement with Snohomish County for Increased Embedded Social Worker Funding.  | Approved                       |
| Consider Approving an Ordinance Amending the 2019-2020 Biennial Budget and Providing for the Increase in Certain Expenditure Items as Budgeted for in Ordinance No. 3108.  | Approved<br>Ordinance No. 3142 |
| Consider Approving an Ordinance Amending Chapter 6.33 of the Municipal Code to Incorporate by Reference RCW 9A.86.010 and making it a criminal offense to wrongfully disclose intimate images.   | Ordinance No. 3143             |
| Consider Approving Per Capita Funding and an Interlocal Agreement with Snohomish Health District.  | Approved                       |
| Consider Approving Amendment No. 1 to the Interlocal Agreement with Snohomish County Concerning Provision of Fire Investigation Services.  | Approved                       |
| Consider Approving the M.C.C. Structural Testing, Special Inspection & Quality Assurance Consultant Professional Services Agreement with GeoTest, Inc. in the Amount of \$348,107.38 Including Washington State Sales Tax for a Total Allocation of \$348,107.38.                                      | Approved                       |
| Consider Approving an Agreement with Alliant Insurance Services for Liability Insurance Services.  | Approved                       |
| <b>Legal</b>   |                                |
| <b>Mayor's Business</b>  |                                |
| Legislative Priorities   | Approved                       |
| <b>Staff Business</b>  |                                |
| <b>Call on Councilmembers</b>  |                                |

|                             |           |
|-----------------------------|-----------|
| <b>Recess</b>               | 8:34 p.m. |
| <b>Executive Session</b>    | 8:45 p.m. |
| <b>Personnel – one item</b> | No Action |
| <b>Adjournment</b>          | 8:55 p.m. |

**City Council**



**1049 State Avenue  
Marysville, WA 98270**

**Regular Meeting  
Minutes**

**December 9, 2019**

**Call to Order**

Mayor Nehring called the meeting to order at 7:00 p.m.

**Invocation**

Judy Johnston of Jake's house gave the invocation.

**Pledge of Allegiance**

Mayor Nehring led those present in the Pledge of Allegiance.

**Roll Call**

**Present:** Mayor Jon Nehring, Council President Kamille Norton, Councilmember Jeff Vaughan, Councilmember Mark James, Councilmember Michael Stevens, Councilmember Rob Toyer, Councilmember Steve Muller, Councilmember Tom King, Interim Police Chief Jeff Goldman, Finance Director Sandy Langdon, City Attorney Jon Walker, CAO Gloria Hirashima, Public Works Director Kevin Nielsen, Parks Director Tara Mizell, Fire Chief Martin McFalls, Public Relations Admin. Connie Mennie, Information Svc. Analyst Mike Davis, Brian Milligan, Civic Center Project Manager, Commander Mark Thomas, Deputy Chief Tom Maloney, Risk Manager Diana Rose, Community Development Director Jeffrey Thomas

**Approval of the Agenda**

**Motion to Approve** the Agenda moved by Councilmember Steve Muller seconded by Councilmember Rob Toyer.

**AYES: ALL**

**Committee Reports**

Councilmember King reported that the Community Development Block Grant Committee met and approved recommendations to send to Council. The Fire Board also met last week. The Chief presented service awards for 26 firefighters.

Councilmember Vaughan reported that the Finance Committee met tonight before this meeting. They had an update on the budget. Revenues are ahead of budget and expenditures are below budget. They also reviewed civic center funding and talked about some potential improvements to the public records request process for the City.

## **Presentations**

A. Proclamation: Honoring City Councilmember Rob Toyer

Mayor Nehring read a proclamation honoring the service of City Councilmember Rob Toyer.

## **Audience Participation**

Robert Pearce, 5417 80th Avenue NE, Marysville, WA 98270 had the following comments:

- He spoke in support of preserving the Comeford Park Water Tower and suggested that the Council discuss repair and maintenance of the tower.
- He spoke in favor of item 16 regarding the embedded social worker program.
- He also spoke in opposition to the item 25, per capita Health District funding, due to the inefficiency of the needle exchange program in solving other social problems.

Councilmember Vaughan explained why the Council was now considering resuming funding of the Health District. This is primarily due to a leadership change and improvements at the Health District.

Robert Cobb, 1250 Beach Avenue N, Marysville, WA 98270, commented regarding the speed limit on Beach Avenue. He expressed concern about safety and the high speed of vehicles on that road. Mayor Nehring indicated that this could be brought up at Traffic Safety Committee. Director Nielsen concurred. Interim Chief Goldman also indicated that the police would look into it.

## **Approval of Minutes**

1. Approval of the November 4, 2019 City Council Work Session Minutes.

**Motion to Approve** the November 4, 2019 City Council Work Session Minutes moved by Councilmember Tom King seconded by Councilmember Mark James.

**AYES: ALL**

22. Approval of the November 12, 2019 City Council Meeting Minutes.

**Motion to Approve** the November 12, 2019 City Council Meeting Minutes moved by Councilmember Michael Stevens seconded by Councilmember Tom King.

**AYES: ALL**

**Consent**

2. Approval of the November 20, 2019 Payroll in the Amount of \$1,312,174.12, Paid by EFT Transactions and Check Numbers 32775 through 32792.
3. Approval of the November 20, 2019 Claims in the Amount of \$636,881.57, Paid by EFT Transactions and Check Numbers 136429 through 136546 with No Check Numbers Voided.
4. Approval of the November 27, 2019 Claims in the Amount of \$961,734.63, Paid by EFT Transactions and Check Numbers 136547 through 136666 with No Check Numbers Voided.
9. Consider Approving the Supplemental Agreement No. 2 to the City's Professional Services Agreement with WSP USA, to extend the Contract Term through June 30, 2020.
10. Consider Approving the Buy/Sell Agreement with Mitigation Banking Services, LLC for the Purchase of 0.08 Wetland Credits in the Amount of \$16,800.00.
11. Consider Approving the No-Cost Supplemental Agreement No. 5 to the City's Professional Agreement with KPG, Inc. to extend the Agreement End Date to June 15, 2020 for the Highway Safety Improvement Program.
12. Consider Approving the Purchase Order with Western Peterbilt, Inc. for Two (2) 2020 Autocar Commercial Front Loader Refuse Trucks in the Amount of \$776,146.95.
13. Consider Approving the Contract Amendment with Snohomish County Human Services for Senior Center Projects.
14. Consider Approving the Interlocal Cooperative Agreement with Whatcom County for Jail Prisoner Transports.
17. Consider Approving the Hotel Motel Grant Review Committee's Recommendation on Award Funding for 2020.
23. Approval of the December 4, 2019 Claims in the Amount of \$4,484,252.27, Paid by EFT Transactions and Check Numbers 136667 through 136773 with No Check Numbers Voided.

24. Approval of the December 5, 2019 Payroll in the Amount of \$1,856,013.01, Paid by EFT Transactions and Check Numbers 32793 through 32821.

**Motion to Approve** items 2, 3, 4, 23, 24, 9, 10, 11, 12, 13, 14, and 17 moved by Council President Kamille Norton seconded by Councilmember Steve Muller.

**AYES: ALL**

### **Review Bids**

5. Consider Awarding the Alder Avenue Sidewalks Contract to Welwest Construction in the Amount of \$153,553.50, and Approve a Management Reserve of \$15,000.00 for a Total Allocation of \$168,553.50.

Director Nielsen reviewed this item.

**Motion to Approve** the Alder Avenue Sidewalks Contract to Welwest Construction in the Amount of \$153,553.50, and Approve a Management Reserve of \$15,000.00 for a Total Allocation of \$168,553.50 moved by Councilmember Michael Stevens seconded by Council President Kamille Norton.

**AYES: ALL**

6. Consider Awarding the State Avenue (100th Street NE to 104th Street NE) Corridor Improvement Project to Strider Construction Company in the Amount of \$11,768,403.08 Including Washington State Sales Tax and Approve a Management Reserve of \$500,000.00 for a Total Allocation of \$12,268,403.08.

Director Nielsen reviewed this item. He acknowledged TIB as a funding partner for \$5 million and the design of this project.

**Motion to Approve** the bid for State Avenue (100th Street NE to 104th Street NE) Corridor Improvement Project to Strider Construction Company in the Amount of \$11,768,403.08 Including Washington State Sales Tax and Approve a Management Reserve of \$500,000.00 for a Total Allocation of \$12,268,403.08 moved by Councilmember Steve Muller seconded by Councilmember Rob Toyer.

**AYES: ALL**

7. Consider Awarding the Marysville Civic Center Project to Lydig Construction, Inc. in the Amount of \$47,643,870.00 Including Washington State Sales Tax and Approve a Management Reserve of \$2,382,193.50, for a Total Allocation of \$50,026,063.50.

CAO Hirashima introduced Brian Milligan, Civic Center Project Manager. Finance Director Langdon briefly reviewed the overall project budget for the Civic Center. CAO reviewed the recommendation to award the bid to Lydig Construction and answered general questions about the project.



**Motion to Approve** the bid for the Marysville Civic Center Project to Lydig Construction, Inc. in the Amount of \$47,643,870.00 Including Washington State Sales Tax and Approve a Management Reserve of \$2,382,193.50, for a Total Allocation of \$50,026,063.50 moved by Councilmember Mark James seconded by Councilmember Michael Stevens.

**AYES: ALL**

### **Public Hearings**

8. Consider Approving an Ordinance Amending Chapter 7.08 of the Marysville Municipal Code, adding an option and rate for a second recycling bin, adding an alternative for dumpsters that create unsafe conditions, and correcting inconsistencies in the code.

Director Langdon reviewed this item.

Councilmember Norton asked when this would go into effect. Director Langdon replied it could go into effect the first of the year, but it wouldn't actually go into effect until the City notifies customers and gives them a chance to respond.

The public hearing was opened at 7:33 p.m. Seeing no comments the hearing was closed at 7:33 p.m.

**Motion to Approve** Ordinance No. 3141 moved by Councilmember Tom King seconded by Councilmember Mark James.

**AYES: ALL**

### **New Business**

15. Consider Approving the Memorandum of Understanding with the Port of Everett Related to Economic Development within the Cascade Industrial Center and the City.

Director Thomas reviewed this item. He added that this MOU would be in effect until 8/31/2021.

**Motion to Approve** the Memorandum of Understanding with the Port of Everett Related to Economic Development within the Cascade Industrial Center and the City moved by Councilmember Steve Muller seconded by Council President Kamille Norton.

**AYES: ALL**

16. Consider Approving the Interlocal Agreement with Snohomish County for Increased Embedded Social Worker Funding.

Mayor Nehring commented on the success of this program and discussed some of the statistics related to it. He stressed that since the beginning of the program, housing has

been secured for 112 people; 103 people have gotten into inpatient drug treatment; and 54 people have successfully graduated from drug treatment. He also discussed the reason for this change in funding. He expressed appreciation to the County for the two years that the City only had to pay half of the costs. He noted that the admin cost was not included in the original agreement, but they would be included in this one. He spoke to the huge benefit of being in partnership with the County. He thanked the City Council for their support on this ILA two years ago as it has been extremely successful.

Councilmember Muller asked if Rochelle could come to make a presentation to Council in January. Mayor Nehring also thought this was a good idea.

Councilmember Vaughan spoke in support of this item.

**Motion to Approve** the Interlocal Agreement with Snohomish County for Increased Embedded Social Worker Funding moved by Councilmember Rob Toyer seconded by Councilmember Steve Muller.

**AYES: ALL**

19. Consider Approving an Ordinance Amending the 2019-2020 Biennial Budget and Providing for the Increase in Certain Expenditure Items as Budgeted for in Ordinance No. 3108.

Finance Director Langdon reviewed this item.

**Motion to Approve** Ordinance No. 3142 moved by Councilmember Jeff Vaughan seconded by Councilmember Tom King.

**AYES: ALL**

20. Consider Approving an Ordinance Amending Chapter 6.33 of the Municipal Code to Incorporate by Reference RCW 9A.86.010 and making it a criminal offense to wrongfully disclose intimate images.

City Attorney Walker reviewed this item.

**Motion to Approve** Ordinance No. 3143 moved by Council President Kamille Norton seconded by Councilmember Michael Stevens.

**AYES: ALL**

25. Consider Approving Per Capita Funding and an Interlocal Agreement with Snohomish Health District.

CAO Hirashima introduced this item which had been added to the agenda per Council request.

Councilmember Norton asked Councilmember Vaughan if the County is currently operating a needle exchange program. Councilmember Vaughan said they are not, and

he was not aware of any plans to operate one in the future. He noted that there is a non-profit organization that operates a needle exchange in north Everett and other areas in the County through a mobile van.

Councilmember James asked about safe injection sites. Councilmember Vaughan indicated there were no plans for that.

Councilmember Stevens noted that funding would be reviewed quarterly and that the Health District would provide reports. These are generally done on an annual basis. He pointed out a typo on 3b where it lists the City of Everett instead of the City of Marysville. Staff indicated that would be corrected.

**Motion to Approve** Per Capita Funding at the funding level of \$1 per capita and an Interlocal Agreement with Snohomish Health District moved by Councilmember Steve Muller seconded by Councilmember Rob Toyer.

**AYES: ALL**

26. Consider Approving Amendment No. 1 to the Interlocal Agreement with Snohomish County Concerning Provision of Fire Investigation Services.

Deputy Chief Maloney reviewed this item.

**Motion to Approve** authorizing the Mayor to sign the Amendment No. 1 to the Interlocal Agreement with Snohomish County Concerning Provision of Fire Investigation Services moved by Council President Kamille Norton seconded by Councilmember Tom King.

**AYES: ALL**

27. Consider Approving the M.C.C. Structural Testing, Special Inspection & Quality Assurance Consultant Professional Services Agreement with GeoTest, Inc. in the Amount of \$348,107.38 Including Washington State Sales Tax for a Total Allocation of \$348,107.38.

CAO Hirashima reviewed this item.

**Motion to Approve** authorizing the Mayor to sign and execute the M.C.C. Structural Testing, Special Inspection & Quality Assurance Consultant Professional Services Agreement with GeoTest, Inc. in the Amount of \$348,107.38 Including Washington State Sales Tax for a Total Allocation of \$348,107.38 moved by Councilmember Michael Stevens seconded by Councilmember Rob Toyer.

**AYES: ALL**

28. Consider Approving an Agreement with Alliant Insurance Services for Liability Insurance Services.

CAO Hirashima and Risk Manager Diana Rose reviewed this item.

**Motion to Approve** an Agreement with Alliant Insurance Services for Liability Insurance Services moved by Councilmember Tom King seconded by Councilmember Steve Muller.

**AYES: ALL**

## Legal

### Mayor's Business

#### 21. Legislative Priorities

Mayor Nehring reviewed this item.

**Motion to Approve** the proposed legislative priorities for 2020 moved by Councilmember Jeff Vaughan seconded by Councilmember Rob Toyer.

**AYES: ALL**

Additional Comments from Mayor Nehring:

- Thanks to Councilmember Norton for chairing the meeting last week.
- He attended a nice ribbon cutting a pet store at the old Starbucks building on 88th.
- Thanks to everyone who had a hand on Marysville for the Holidays on Saturday. It was a great event.
- He is putting together a Mayor's Task Force on Growth Management for 2020. He plans to invite some citizens as large to serve and three councilmembers. There will also be representatives from the Planning Commission and city staff.
- He discussed committees and the importance of defining agendas and meeting lengths.
- Thanks to the Council for the hard work in 2019. This has been a momentous year.
- Thanks to staff for all the support and hard work.
- He expressed appreciation to Rob Toyer for his service.

### Staff Business

Interim Chief Goldman:

- Thanks to the City Council for their support in 2019. Thanks to all the directors for making him feel welcome as he stepped in mid-year.
- He expressed appreciation to Rob Toyer for his service.
- He indicated that Rochelle would be bringing a list of benefits of the embedded social service worker.
- He wished everyone a peaceful and safe holiday season.

Finance Director Langdon:

- She expressed appreciation to Rob Toyer for his service, especially the Finance Committee.
- Thanks to all the Council for their work in 2019.
- She wished everyone Happy New Year and Merry Christmas.

Jon Walker:

- He expressed appreciation to Rob Toyer for his service.
- He stated the need for an Executive Session regarding the review of performance of a public employee expected to last 10 minutes with no action expected.

Jeffrey Thomas:

- He expressed appreciation to Rob Toyer for his service.
- He wished Happy Holidays to everyone.

Martin McFalls:

- He expressed appreciation to Rob Toyer for his service.
- He wished everyone Merry Christmas and Happy Holidays.

Tara Mizell thanked everyone for their support throughout 2019.

Director Nielsen:

- He expressed appreciation to Rob Toyer for his service.
- He recognized Maintenance Worker Justin Palitz in the audience.
- Merry Christmas and safe travels to everyone.

Gloria Hirashima:

- She expressed appreciation to Rob Toyer for his service.
- She thanked Council for all their work throughout 2019. It has been a spectacular year.

### **Call on Councilmembers**

Jeff Vaughan:

- He gave an update on the meeting with members of the Marysville ACS group.
- He expressed appreciation to Rob Toyer for his service.

Mark James:

- The Chamber Christmas Event was very successful.
- He attended the ribbon cutting at the Marysville Auto Center.
- The parade was outstanding.
- Thanks to staff for the support and hard work.
- He expressed appreciation to Rob Toyer for his service.

Mayor Nehring congratulated Tom King for the Volunteer of the year award he received at a recent ceremony with the Marysville Tulalip Chamber of Commerce.

Tom King:

- He agreed that there is a speeding issue on Beach Street.
- He expressed appreciation to Rob Toyer for his service.

Michael Stevens:

- Congratulations to everyone for the projects that were completed this year.
- He expressed appreciation to Rob Toyer for his service.

Rob Toyer:

- Thanks to everyone for a good eight years on the Council. Thanks especially to staff for making Council's job easier. He is proud of the way the Marysville city and staff work so well together. Thanks especially to the Mayor for his leadership and mentorship.
- Merry Christmas to everyone.

Steve Muller:

- This has been a really big year, and tonight was a big night. He is proud to be a part of it.
- He expressed appreciation to Rob Toyer for his service.

Kamille Norton:

- She agreed this has been a really big night. She also is proud of the way the Council works together. She is excited for the civic campus and the jail for the community.
- She expressed appreciation to Rob Toyer for his service.
- Merry Christmas to everyone.

### **Adjournment/Recess**

Council went into recess at 8:34 for eleven minutes then reconvened in Executive Session for ten minutes to address one item with no action expected.

### **Executive Session**

- A. Litigation
- B. Personnel – one item, RCW 42.30.110(1)(g)
- C. Real Estate

Executive Session ended at 8:55 p.m. with no action taken.

### **Reconvene**

Executive Session ended and public meeting reconvened at 8:55 p.m.

**Adjournment**

The meeting was adjourned at 8:55 p.m

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

---

Mayor  
Jon Nehring

# *Index #4*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 1/13/2020**

|  |                           |
|--|---------------------------|
| <b>AGENDA ITEM:</b>  |                           |
| Custodian position   |                           |
| <b>PREPARED BY:</b>  | <b>DIRECTOR APPROVAL:</b> |
| Gloria Hirashima   |                           |
| <b>DEPARTMENT:</b>   |                           |
| Executive  |                           |
| <b>ATTACHMENTS:</b>  |                           |
| 1. Memorandum of Understanding with Local Union 763.<br>2. Job Description |                           |
| <b>BUDGET CODE:</b>  | <b>AMOUNT:</b>            |
|  | \$                        |
| <b>SUMMARY:</b>  |                           |

The City currently contracts for custodial services. The proposed memorandum provides for hiring of custodial staff under a two year review period. The proposed job description and pay grade would be Teamsters (Local Union 763) positions.

Internal custodial support would allow the City to establish better coverage for janitorial to include daytime hours and to adjust services/resources within facilities to a greater degree. Most of our facilities (both offices and parks) are open during daytime hours to serve public and employees. The janitorial provided only during nighttime hours is not ideal to our operations, and requires other positions to cover this function when needs arise. Staff has reviewed area cities and agencies and have found that many area comparable cities have internal staff performing these functions.

Based on a budget review, we believe that similar services can be provided at comparable cost to our current services contract. Currently, the City allocates approximately \$220,000 annually for custodial and HVAC filter maintenance that would be covered by the proposed positions. We anticipate hiring 2 FTE's and 2 seasonal PT employees to provide these services.

**RECOMMENDED ACTION: Approve the proposed position of Custodian with a pay grade at Pay Code 1. Authorize the Mayor to sign the Memorandum of Understanding with Teamsters 763 regarding the custodial positions. Authorize 2 FTE Custodians and seasonal pay for 2020.**

MEMORANDUM OF UNDERSTANDING  
By and Between  
City of Marysville, Washington  
and  
Public, Professional & Office-Clerical Employees and Drivers  
Local Union No. 763  
(Representing Employees of the City of Marysville  
January 01, 2018 through December 31, 2020

---

This Memorandum of Understanding is entered into as documentation of mutual Agreement by and between the City of Marysville, Washington, hereinafter referred to as the “Employer”, and Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763, hereinafter referred to as “Teamsters”.

The parties bargained in good faith to reach agreement and ratification on a new Collective Bargaining Agreement, hereinafter referred to as “CBA”, for the duration of January 01, 2018 through December 31, 2020.

In August 2019, the Employer initiated discussions on the position of Custodian. Currently, the Employer contracts custodial duties to private sources. The Employer proposed creating a Teamster position of Custodian beginning in 2020. The Employer anticipates hiring two full time Custodians and up to two seasonal/temporary workers in public works to support the full time positions. The two full time positions and up to two seasonal/temporary workers will comprise the Custodial unit.

The Teamsters expressed concern about the seasonal employees’ duties and work hours, and the potential for the Employer to supplant work for union employees. The Teamsters did not support utilizing seasonal workers to the extent the Employer could be supplanting creation of additional full time positions. The Employer has offered a seasonal job description and concurs that the job duties of the seasonal worker are similar to the full time Custodian job description, however maintains that the seasonal workers will work in full compliance of the unit clarification agreement as reflected in the current CBA for seasonal/temporary workers and hours. As part of good faith negotiations and agreement, the parties agreed to evaluate the custodial unit over two years, under this agreement to ensure both parties concerns were addressed. Upon termination of this MOU at the end of two years (January 31, 2022) the Employer may choose to continue the Custodial Unit or to revert to the status quo prior to this MOU of privately contracting for custodial services. During the effective period of this MOU:

1. Employer agrees to limit the hours of each seasonal/temporary employee to less than 1200 hours in a rolling twelve (12) month period for a maximum of 2400 hours total for both seasonal employees (equivalent to two seasonal/temporary employees per year working maximum hours allowed by

CBA). If seasonal hours exceed this number in a rolling twelve (12) month period, then the Employer will pursue hiring of an additional full time employee or engage in negotiations with the Teamsters to either address seasonal hour limitations or revert to a private service contract because cost considerations or unusual circumstances (e.g. full time employee sustaining long term leave situation or other condition of limited duration) make the current arrangement unsustainable.

2. Employer and Union agree to meet prior to expiration on January 31, 2022 to evaluate the Custodial unit staffing, hours and the terms of this agreement.
3. The position of Custodian is hereby established:

| Job Classification | PAY CODE | Step 0 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|--------------------|----------|--------|--------|--------|--------|--------|--------|--------|
| Custodian          | 1        | 3376   | 3514   | 3658   | 3808   | 3964   | 4127   | 4288   |

This Memorandum of Understanding will serve in conjunction with the current Collective Bargaining Agreement between the Employer and Teamsters. Nothing contained in this MOU changes any other section or article in the Collective Bargaining Agreement. This modification shall become effective upon signature of the parties and shall remain in effect up to January 31, 2022.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL  
 EMPLOYEES AND DRIVERS LOCAL UNION  
 NO. 763, affiliated with the International  
 Brotherhood of Teamsters

CITY OF MARYSVILLE, WA

By \_\_\_\_\_  
 Scott Sullivan  
 Secretary-Treasurer

By \_\_\_\_\_  
 Jon Nehring  
 Mayor

Date \_\_\_\_\_

Date \_\_\_\_\_



## CITY OF MARYSVILLE JOB DESCRIPTION

|                                |                               |
|--------------------------------|-------------------------------|
| <b>Job Title:</b>              | <b>Custodian</b>              |
| <b>Department/Division:</b>    | Public Works/Support Services |
| <b>Reports To:</b>             | Division Supervisor           |
| <b>FLSA Status</b>             | Non-exempt                    |
| <b>Union Status:</b>           | Teamsters                     |
| <b>Approval/Revision Date:</b> | August 2019                   |

### POSITION SUMMARY

This position, under general supervision, performs a variety of custodial duties in the cleaning of City facilities; provides general cleaning services by hand and with small powered janitorial equipment; provides refuse and recycling removal from work areas of City buildings; performs minor maintenance on custodial equipment; ensures security of buildings after employees have left for the day.

Work is performed within established procedures with individual judgement. Incumbents' work is frequently reviewed.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

*Other duties may be assigned as needed.*

1. Operates and maintains custodial equipment including: vacuums, steam cleaners, floor polishing equipment and others.
2. Cleans interior surfaces, fixtures and entryways including: sweeping, buffing, mopping and waxing floors; shampooing and vacuuming carpets; removing stains from carpet; cleaning and sanitizing restrooms; unclogging minor sink and toilet clogs; washes windows, cleaning drains; cleaning tables, mirrors, and windows; and replacing paper goods.
3. Removes graffiti from interior walls and woodwork.
4. Cleans and empties trash and recycling containers.
5. Maintains janitorial supplies inventory, which may include driving to pick up and deliver supplies. Locks and secures buildings at the end of shift to ensure building security.
6. When assigned, performs minor painting touch ups as needed. Checks and replaces interior light bulbs through normal course of janitorial duties.
7. When assigned, may replace HVAC filters as needed.

### **Knowledge of:**

- Cleaning methods, procedures and techniques.
- Cleaning materials, supplies and equipment.
- Maintenance procedures and processes.
- Windows based computers.

### **Ability to:**

- Operate assigned equipment in the performance of essential duties.
- Work safely and comply with all safety regulations, standards, guidelines, and practices regarding assigned equipment.
- Plan and organize work in order to meet schedules and deadlines.
- Communicate effectively both orally and in writing; complete required forms and paperwork legibly.
- Effectively update and maintain records using related recordkeeping systems.
- Establish and maintain effective working relationships with co-workers, city staff, and the public.
- Provide excellent customer service, in sometimes stress situations, to internal and external customers.
- Effectively operate windows based computer, including word processing, spreadsheet, and databases and specialized software applications related to assigned division.
- Maintain a variety of records and maintain confidentiality of business records and other information.
- Maintain regular and reliable attendance.

## **QUALIFICATIONS**

*A combination of the experience, education, and training listed below which provides an equivalent background to perform the work of this position.*

### **Experience:**

- One year of custodial, janitorial, or related experience.

### **Education and Training:**

### **Licenses or Certificates**

- Must possess, or have the ability to possess within one month of hire date, a Washington State Driver's License.
- Must possess, or have the ability to possess within one month of hire date, first aid, CPR, and Bloodborne Pathogens certifications.
- Must be bondable.
- Must successfully pass an extensive background check.

## **PHYSICAL DEMANDS / WORKING CONDITIONS**

*The physical demands and characteristics of the work environment described here are representative of those occurring in the performance of the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

While performing the essential functions of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. The employee is occasionally required to reach with hands and arms overhead and horizontally; stoop, kneel, crouch, crawl, climb, push, pull, and twist. The employee must frequently lift up to 25 pounds; occasionally lift and/or move up to 50 pounds, and lift or move 50 – 100 pounds with assistance. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus. Incumbents are occasionally exposed to odors, fumes or airborne particles, and toxic or caustic chemicals. This position works mostly indoors, and the noise level in the work environment is usually low to moderate.

This position works a regular full-time schedule, however, incumbents will typically work evening or weekend hours.

*This position description generally describes the principle functions of the position and the level of knowledge and skills typically required. It does not constitute an employment agreement between the employer and employee, and it is subject to change as the needs of the employer and the requirements of the job change.*

# *Index #5*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 6, 2020**

|   |                 |     |
|---|-----------------|-----|
| AGENDA ITEM:<br>Claims                          | AGENDA SECTION: |     |
| PREPARED BY:<br>Sandy Langdon, Finance Director | AGENDA NUMBER:  |     |
| ATTACHMENTS:<br>Claims Listings                 | APPROVED BY:    |     |
|   | MAYOR           | CAO |
| BUDGET CODE:                                    | AMOUNT:         |     |

Please see attached.

**RECOMMENDED ACTION:**

**The Finance and Executive Departments recommend City Council approve the December 11, 2019 claims in the amount of \$1,832,691.43 paid by EFT transactions and Check No.'s 136774 through 136944 with Check No.'s 132140, 132841 & 134282 voided.**

**COUNCIL ACTION:**



BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-12**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,832,691.43 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 136774 THROUGH 136944 WITH CHECK NO.'S 132140, 132841 & 134282 VOIDED.** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER DATE

\_\_\_\_\_  
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **6<sup>th</sup> DAY OF JANUARY 2020.**

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/5/2019 TO 12/11/2019**

| <u>CHK #</u> | <u>VENDOR</u>        | <u>ITEM DESCRIPTION</u>              | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|--------------------------------------|----------------------------|--------------------|
| 136808       | DICKS TOWING         | TOWING EXPENSE                       | POLICE PATROL              | 71.74              |
|              | DICKS TOWING         |                                      | POLICE PATROL              | 71.74              |
|              | DICKS TOWING         |                                      | POLICE PATROL              | 71.74              |
| 136809       | DOWNEY, MANDY        | UB REFUND                            | WATER/SEWER OPERATION      | 10.48              |
| 136810       | DUNLAP INDUSTRIAL    | CHEST WADERS                         | STORM DRAINAGE             | 241.55             |
| 136811       | E&E LUMBER           | REPAIR KIT                           | PUBLIC SAFETY BLDG         | 16.78              |
|              | E&E LUMBER           | DEICER                               | POLICE PATROL              | 91.81              |
| 136812       | EAGLE FENCE          | REPAIR FENCE                         | PUBLIC SAFETY BLDG         | 163.95             |
| 136813       | ECOLOGY, DEPT. OF    | VW OPERATION CERT-FREEMAN            | UTIL ADMIN                 | 64.00              |
| 136814       | ECONOMY FENCE CENTER | FENCE RENTAL                         | SEWER CAPITAL PROJECTS     | 227.34             |
| 136815       | ELDER, CINDY A       | INSTRUCTOR SERVICES                  | COMMUNITY CENTER           | 45.00              |
| 136816       | EMERALD HILLS        | COFFEE                               | COMMUNITY CENTER           | 51.91              |
| 136817       | EMERALD SERVICES INC | DISPOSAL FEES                        | EQUIPMENT RENTAL           | 309.53             |
| 136818       | EMME, KYLA           | REIMBURSE MILEAGE                    | EXECUTIVE ADMIN            | 26.93              |
| 136819       | ENVIRONMENTAL PRODUC | VACTOR PARTS                         | WATER/SEWER OPERATION      | -241.50            |
|              | ENVIRONMENTAL PRODUC |                                      | WATER DIST MAINS           | 2,838.32           |
| 136820       | EVERETT BAYSIDE      | THERMOSTAT, GASKETS, BOLTS AND COVER | EQUIPMENT RENTAL           | 206.16             |
| 136821       | EVERETT HYDRAULICS   | SNOW PLOW CYLINDER                   | EQUIPMENT RENTAL           | 868.20             |
| 136822       | EVERETT STEEL CO     | STEEL FLATBAR                        | EQUIPMENT RENTAL           | 134.53             |
| 136823       | EVERETT, CITY OF     | ANIMAL CRUELTY CARE                  | COMMUNITY SERVICES UNIT    | 199.40             |
| 136824       | EVERGREEN SAFETY COU | FLAGGER HANDBOOKS AND STUDENT CARDS  | EXECUTIVE ADMIN            | 463.48             |
| 136825       | FCS GROUP            | SW COST BENEFIT STUDY                | SOLID WASTE OPERATIONS     | 4,719.55           |
| 136826       | FEDEX                | SHIPPING EXPENSE                     | WATER SERVICES             | 179.47             |
| 136827       | FELDMAN & LEE P.S.   | PUBLIC DEFENDER                      | PUBLIC DEFENSE             | 50,000.00          |
| 136828       | FRED PRYOR SEMINARS  | EXCEL TRAINING-SOULE                 | UTIL ADMIN                 | 99.00              |
| 136829       | FRONTIER COMMUNICATI | PHONE CHARGES                        | CITY CLERK                 | 10.05              |
|              | FRONTIER COMMUNICATI |                                      | CRIME PREVENTION           | 10.05              |
|              | FRONTIER COMMUNICATI |                                      | COMMUNITY CENTER           | 10.05              |
|              | FRONTIER COMMUNICATI |                                      | SOLID WASTE CUSTOMER       | 10.05              |
|              | FRONTIER COMMUNICATI |                                      | GOLF ADMINISTRATION        | 10.05              |
|              | FRONTIER COMMUNICATI |                                      | PURCHASING/CENTRAL         | 10.05              |
|              | FRONTIER COMMUNICATI |                                      | PROPERTY TASK FORCE        | 20.10              |
|              | FRONTIER COMMUNICATI |                                      | FACILITY MAINTENANCE       | 20.10              |
|              | FRONTIER COMMUNICATI |                                      | COMMUNITY SERVICES UNIT    | 30.15              |
|              | FRONTIER COMMUNICATI |                                      | LEGAL-GENL                 | 30.16              |
|              | FRONTIER COMMUNICATI |                                      | WATER QUAL TREATMENT       | 30.16              |
|              | FRONTIER COMMUNICATI |                                      | STORM DRAINAGE             | 30.16              |
|              | FRONTIER COMMUNICATI |                                      | RECREATION SERVICES        | 40.21              |
|              | FRONTIER COMMUNICATI |                                      | PERSONNEL ADMINISTRATION   | 40.21              |
|              | FRONTIER COMMUNICATI |                                      | GENERAL                    | 40.21              |
|              | FRONTIER COMMUNICATI |                                      | LEGAL - PROSECUTION        | 50.26              |
|              | FRONTIER COMMUNICATI |                                      | YOUTH SERVICES             | 50.26              |
|              | FRONTIER COMMUNICATI |                                      | EQUIPMENT RENTAL           | 50.26              |
|              | FRONTIER COMMUNICATI |                                      | CITY HALL                  | 57.06              |
|              | FRONTIER COMMUNICATI |                                      | POLICE ADMINISTRATION      | 57.10              |
|              | FRONTIER COMMUNICATI |                                      | POLICE PATROL              | 57.10              |
|              | FRONTIER COMMUNICATI |                                      | COMMUNICATION CENTER       | 57.10              |
|              | FRONTIER COMMUNICATI |                                      | UTILITY BILLING            | 57.10              |
|              | FRONTIER COMMUNICATI |                                      | GENERAL                    | 57.10              |
|              | FRONTIER COMMUNICATI |                                      | GOLF ADMINISTRATION        | 57.10              |
|              | FRONTIER COMMUNICATI | ACCT #36065173190324995              | TRAFFIC CONTROL DEVICES    | 58.06              |
|              | FRONTIER COMMUNICATI | ACCT #36065771080927115              | STREET LIGHTING            | 59.46              |
|              | FRONTIER COMMUNICATI | ACCT #36065833580311025              | POLICE PATROL              | 59.46              |
|              | FRONTIER COMMUNICATI | ACCT #36065770750721145              | POLICE PATROL              | 59.61              |
|              | FRONTIER COMMUNICATI | PHONE CHARGES                        | FINANCE-GENL               | 60.31              |
|              | FRONTIER COMMUNICATI |                                      | PARK & RECREATION FAC      | 60.31              |

**CITY OF MARYSVILLE  
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|--------------|----------------------|--|----------------------------|--------------------|
| 136829       | FRONTIER COMMUNICATI | PHONE CHARGES                          | COMPUTER SERVICES          | 60.34              |
|              | FRONTIER COMMUNICATI |  | POLICE INVESTIGATION       | 70.37              |
|              | FRONTIER COMMUNICATI |  | UTILITY BILLING            | 70.37              |
|              | FRONTIER COMMUNICATI |  | POLICE ADMINISTRATION      | 90.47              |
|              | FRONTIER COMMUNICATI |  | EXECUTIVE ADMIN            | 100.52             |
|              | FRONTIER COMMUNICATI | ACCT #36065943981121075                | PUBLIC SAFETY BLDG         | 108.47             |
|              | FRONTIER COMMUNICATI | ACCT #36065340280125085                | CITY HALL                  | 110.52             |
|              | FRONTIER COMMUNICATI | PHONE CHARGES                          | OFFICE OPERATIONS          | 110.58             |
|              | FRONTIER COMMUNICATI |  | WASTE WATER TREATMENT      | 110.58             |
|              | FRONTIER COMMUNICATI |  | COMMUNITY                  | 114.20             |
|              | FRONTIER COMMUNICATI |  | DETENTION & CORRECTION     | 114.20             |
|              | FRONTIER COMMUNICATI |  | OFFICE OPERATIONS          | 114.20             |
|              | FRONTIER COMMUNICATI |  | COMMUNITY CENTER           | 114.20             |
|              | FRONTIER COMMUNICATI |  | GOLF ADMINISTRATION        | 114.20             |
|              | FRONTIER COMMUNICATI |  | MUNICIPAL COURTS           | 130.68             |
|              | FRONTIER COMMUNICATI |  | DETENTION & CORRECTION     | 140.73             |
|              | FRONTIER COMMUNICATI |  | ENGR-GENL                  | 170.89             |
|              | FRONTIER COMMUNICATI |  | UTIL ADMIN                 | 180.94             |
|              | FRONTIER COMMUNICATI |  | COMMUNITY                  | 211.09             |
|              | FRONTIER COMMUNICATI |  | PARK & RECREATION FAC      | 228.39             |
|              | FRONTIER COMMUNICATI |  | WASTE WATER TREATMENT      | 285.49             |
|              | FRONTIER COMMUNICATI |  | UTIL ADMIN                 | 285.49             |
|              | FRONTIER COMMUNICATI |  | POLICE PATROL              | 432.25             |
| 136830       | GOBIN, LIZ           | REFUND CLASS FEES                      | PARKS-RECREATION           | 70.00              |
| 136831       | GONZALEZ, CESAR      | UB REFUND                              | GARBAGE                    | 101.78             |
| 136832       | GOTCHA PEST CONTROL  | PEST CONTROL                           | CITY HALL                  | 245.93             |
| 136833       | GOVCONNECTION INC    | WATCHGUARD FIREWALL                    | TRANSPORTATION             | 1,824.71           |
| 136834       | GRAINGER             | GLOVES                                 | UTIL ADMIN                 | 30.43              |
|              | GRAINGER             | FLARES                                 | POLICE PATROL              | 276.42             |
|              | GRAINGER             | CABLE TIES, MANHOLE UMBRELLA AND STAND | UTIL ADMIN                 | 646.05             |
|              | GRAINGER             | SAFETY GLASSES, TAPE MEASURES AND TIES | ER&R                       | 726.50             |
| 136835       | GRAY AND OSBORNE     | PROFESSIONAL SERVICES                  | SURFACE WATER CAPITAL      | 1,667.17           |
| 136836       | GREATAMERICA FINANCI | POSTAGE LEASE PAYMENT                  | CITY CLERK                 | 30.25              |
|              | GREATAMERICA FINANCI |  | EXECUTIVE ADMIN            | 30.25              |
|              | GREATAMERICA FINANCI |  | FINANCE-GENL               | 30.25              |
|              | GREATAMERICA FINANCI |  | PERSONNEL ADMINISTRATION   | 30.25              |
|              | GREATAMERICA FINANCI |  | UTILITY BILLING            | 30.25              |
|              | GREATAMERICA FINANCI |  | LEGAL - PROSECUTION        | 30.25              |
|              | GREATAMERICA FINANCI |  | POLICE INVESTIGATION       | 36.28              |
|              | GREATAMERICA FINANCI |  | POLICE PATROL              | 36.28              |
|              | GREATAMERICA FINANCI |  | OFFICE OPERATIONS          | 36.28              |
|              | GREATAMERICA FINANCI |  | DETENTION & CORRECTION     | 36.28              |
|              | GREATAMERICA FINANCI |  | POLICE ADMINISTRATION      | 36.28              |
|              | GREATAMERICA FINANCI |  | UTIL ADMIN                 | 38.61              |
|              | GREATAMERICA FINANCI |  | COMMUNITY                  | 38.62              |
|              | GREATAMERICA FINANCI |  | ENGR-GENL                  | 38.62              |
| 136837       | GREENSHIELDS         | SIDE PINS AND RETAINER SIDES           | WATER DIST MAINS           | 29.65              |
| 136838       | GRIFFEN, CHRIS       | PUBLIC DEFENDER                        | PUBLIC DEFENSE             | 300.00             |
| 136839       | HARBOR FREIGHT TOOLS | WRENCHES, ROPE AND CUTOFF WHEEL        | WATER DIST MAINS           | 140.37             |
| 136840       | HBLE LLC             | AMMUNITION                             | POLICE TRAINING-FIREARMS   | 7,989.83           |
| 136841       | HD FOWLER COMPANY    | ADAPTERS                               | WATER SERVICE INSTALL      | 745.29             |
| 136842       | HDR ENGINEERING      | PROFESSIONAL SERVICES                  | GMA - STREET               | 18,992.93          |
| 136843       | HOLLAND, CHRIS       | REIMBURSE EXPO EXPENSE                 | COMMUNITY                  | 310.76             |
| 136844       | HOLT SERVICES INC    | HYDRANT METER REFUND                   | WATER/SEWER OPERATION      | 1,200.00           |
| 136845       | HOME DEPOT USA       | GRINDER AND DISCS                      | WASTE WATER TREATMENT      | 215.77             |
| 136846       | HOME DEPOT USA       | JANITORIAL SUPPLIES                    | WASTE WATER TREATMENT      | 166.05             |

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|--------------|----------------------|--------------------------------------|----------------------------|--------------------|
| 136846       | HOME DEPOT USA       | JANITORIAL SUPPLIES                  | UTIL ADMIN                 | 175.60             |
|              | HOME DEPOT USA       |                                      | MAINT OF GENL PLANT        | 208.26             |
|              | HOME DEPOT USA       |                                      | COURT FACILITIES           | 239.14             |
|              | HOME DEPOT USA       |                                      | WASTE WATER TREATMENT      | 246.46             |
|              | HOME DEPOT USA       |                                      | PUBLIC SAFETY BLDG         | 328.24             |
|              | HOME DEPOT USA       |                                      | CITY HALL                  | 364.68             |
| 136847       | J. THAYER COMPANY    | OFFICE SUPPLIES                      | WATER DIST MAINS           | 17.40              |
|              | J. THAYER COMPANY    | WASTE BASKETS AND LYSOL              | ER&R                       | 100.47             |
|              | J. THAYER COMPANY    | CHAIR                                | WATER DIST MAINS           | 242.47             |
|              | J. THAYER COMPANY    | OFFICE SUPPLIES                      | WATER DIST MAINS           | 251.00             |
| 136848       | JEFFREY, JANEANNE    | REFUND CLASS FEES                    | PARKS-RECREATION           | 15.00              |
| 136849       | JONES, DEBBIE        |                                      | PARKS-RECREATION           | 15.00              |
| 136850       | KRISTOFFERSEN, MONIK | INSTRUCTOR SERVICES                  | COMMUNITY CENTER           | 18.00              |
| 136851       | LANGDON, SANDY       | REIMBURSE BENEFITS FAIR/MTG SUPPLIES | FINANCE-GENL               | 20.00              |
|              | LANGDON, SANDY       |                                      | PERSONNEL ADMINISTRATION   | 103.02             |
| 136852       | LES SCHWAB TIRE CTR  | REPAIR FLAT                          | EQUIPMENT RENTAL           | 158.42             |
| 136853       | LESTER, TERI         | REIMBURSE BENEFITS FAIR/MTG SUPPLIES | PERSONNEL ADMINISTRATION   | 18.98              |
|              | LESTER, TERI         |                                      | PERSONNEL ADMINISTRATION   | 29.98              |
|              | LESTER, TERI         |                                      | PERSONNEL ADMINISTRATION   | 160.72             |
| 136854       | LGI HOMES            | UB REFUND 8708 55TH PL NE 98270      | WATER/SEWER OPERATION      | 25.00              |
| 136855       | LUMIA, SHIRLEY       | FILL STATION REFUND                  | WATER-UTILITIES/ENVIRONMN  | -54.90             |
|              | LUMIA, SHIRLEY       |                                      | WATER/SEWER OPERATION      | 100.00             |
| 136856       | MARRERO, JOYCE & IVA | UB REFUND                            | WATER/SEWER OPERATION      | 71.29              |
| 136857       | MARTINEZ, SUSAN      | REIMBURSE MEALS-TRAINING             | OFFICE OPERATIONS          | 35.68              |
| 136858       | MARYSVILLE AWARDS    | AWARDS                               | CRIME PREVENTION           | 207.87             |
| 136859       | MARYSVILLE FIRE DIST | FIRE CONTROL/EMERGENCY AID SERVICES  | FIRE-EMS                   | 331,129.09         |
|              | MARYSVILLE FIRE DIST |                                      | FIRE-GENL                  | 677,355.39         |
| 136860       | MARYSVILLE FIRE DIST | INMATE TRANSPORT                     | DETENTION & CORRECTION     | 383.13             |
|              | MARYSVILLE FIRE DIST |                                      | DETENTION & CORRECTION     | 383.13             |
| 136861       | MARYSVILLE PRINTING  | BUSINESS CARDS                       | PARK & RECREATION FAC      | 229.36             |
|              | MARYSVILLE PRINTING  | GARBAGE TAGS                         | SOLID WASTE OPERATIONS     | 563.49             |
|              | MARYSVILLE PRINTING  | SHELLS FOR CARDS                     | POLICE PATROL              | 650.48             |
|              | MARYSVILLE PRINTING  | RECYCLING CALENDARS                  | SOLID WASTE OPERATIONS     | 7,130.65           |
| 136862       | MARYSVILLE SCHOOL    | HOTEL/MOTEL GRANT                    | HOTEL/MOTEL TAX            | 5,000.00           |
| 136863       | MARYSVILLE, CITY OF  | UTILITY SERVICE-4123 71ST ST NE      | SUNNYSIDE FILTRATION       | 115.04             |
|              | MARYSVILLE, CITY OF  | UTILITY SERVICE-4020 71ST AVE NE     | SUNNYSIDE FILTRATION       | 283.78             |
| 136864       | MATTHEW SHRINER      | UB REFUND                            | GARBAGE                    | 162.42             |
| 136865       | MCAVOY LAW, PLLC     | PUBLIC DEFENDER                      | PUBLIC DEFENSE             | 300.00             |
|              | MCAVOY LAW, PLLC     |                                      | PUBLIC DEFENSE             | 300.00             |
| 136866       | MCCAIN TRAFFIC SPLY  | MISC SIGNS                           | TRANSPORTATION             | 5,978.71           |
| 136867       | MCINTOSH, JERRY      | UB REFUND                            | GARBAGE                    | 79.49              |
| 136868       | METZ, RICHARD        |                                      | WATER/SEWER OPERATION      | 99.53              |
| 136869       | MOHAMED, NASHUA      | INSTRUCTOR SERVICES                  | COMMUNITY CENTER           | 108.00             |
|              | MOHAMED, NASHUA      |                                      | COMMUNITY CENTER           | 180.00             |
| 136870       | MOUNTAIN MIST        | COOLER AND WATER                     | COMMUNITY CENTER           | 8.53               |
|              | MOUNTAIN MIST        |                                      | WASTE WATER TREATMENT      | 14.21              |
|              | MOUNTAIN MIST        |                                      | SOLID WASTE OPERATIONS     | 14.21              |
|              | MOUNTAIN MIST        |                                      | SEWER MAIN COLLECTION      | 14.21              |
| 136871       | NAVIA BENEFIT        | FLEXPLAN FEES-NOV 2019               | PERSONNEL ADMINISTRATION   | 91.30              |
| 136872       | NELSON PETROLEUM     | BULK TRANS AND HYDRAULIC FLUID       | ER&R                       | 539.40             |
|              | NELSON PETROLEUM     | DYED DIESEL FUEL                     | SEWER CAPITAL PROJECTS     | 675.73             |
|              | NELSON PETROLEUM     |                                      | SEWER CAPITAL PROJECTS     | 697.49             |
|              | NELSON PETROLEUM     |                                      | SEWER CAPITAL PROJECTS     | 870.46             |
|              | NELSON PETROLEUM     |                                      | SEWER CAPITAL PROJECTS     | 891.83             |
| 136873       | NORTH COAST ELECTRIC | TRAINING-ALDERMAN                    | UTIL ADMIN                 | 2,780.00           |
| 136874       | NORTHWESTERN AUTO    | REPAIR ACCIDENT DAMAGE #P195         | RISK MANAGEMENT            | 739.09             |

**CITY OF MARYSVILLE  
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|--------------|----------------------|------------------------------|----------------------------|--------------------|
| 136875       | NORTON, KAMILLE      | REIMBURSE CONFERENCE EXPENSE | CITY COUNCIL               | 440.32             |
| 136876       | NW EMERGENCY PHYSICI | INMATE MEDICAL CARE          | DETENTION & CORRECTION     | 489.00             |
| 136877       | OFFICE DEPOT         | OFFICE SUPPLIES              | FINANCE-GENL               | 12.24              |
|              | OFFICE DEPOT         |                              | WATER DIST MAINS           | 16.60              |
|              | OFFICE DEPOT         |                              | UTIL ADMIN                 | 28.17              |
|              | OFFICE DEPOT         |                              | ENGR-GENL                  | 28.17              |
|              | OFFICE DEPOT         |                              | UTILITY BILLING            | 87.04              |
|              | OFFICE DEPOT         | OFFICE SUPPLIES              | ENGR-GENL                  | 562.89             |
| 136878       | OREILLY AUTO PARTS   | FREIGHT CREDIT               | EQUIPMENT RENTAL           | -52.37             |
|              | OREILLY AUTO PARTS   | AC CONDENSER                 | EQUIPMENT RENTAL           | 155.69             |
|              | OREILLY AUTO PARTS   | REFRIGERANT                  | ER&R                       | 786.95             |
| 136879       | PACIFIC POWER BATTER | BATTERIES W/CORE CHARGES     | MAINT OF GENL PLANT        | 36.29              |
|              | PACIFIC POWER BATTER | BATTERIES                    | WATER DIST MAINS           | 38.89              |
| 136880       | PAPE MACHINERY       | ANTIFREEZE                   | SEWER LIFT STATION         | 43.31              |
| 136881       | PARAMETRIX           | PROFESSIONAL SERVICES        | WASTE WATER TREATMENT      | 5,795.02           |
| 136882       | PARTS STORE, THE     | FILTER CREDIT                | ER&R                       | -36.74             |
|              | PARTS STORE, THE     | TAIL LIGHTS                  | ER&R                       | 24.90              |
|              | PARTS STORE, THE     | FILTERS AND ARMOR ALL        | ER&R                       | 67.98              |
|              | PARTS STORE, THE     | OZZY MAT                     | EQUIPMENT RENTAL           | 109.25             |
|              | PARTS STORE, THE     | SPARK PLUGS AND WIRE SET     | EQUIPMENT RENTAL           | 119.71             |
|              | PARTS STORE, THE     | BALL JOINTS                  | EQUIPMENT RENTAL           | 123.29             |
|              | PARTS STORE, THE     | FILTERS                      | ER&R                       | 126.92             |
|              | PARTS STORE, THE     | FILTERS AND LPS-3            | ER&R                       | 137.91             |
|              | PARTS STORE, THE     | FILTERS AND LPS-3            | ER&R                       | 167.52             |
|              | PARTS STORE, THE     | OZZY JUICE SOLVENT           | EQUIPMENT RENTAL           | 295.08             |
|              | PARTS STORE, THE     | FILTERS                      | ER&R                       | 362.54             |
| 136883       | PASADO'S SAFE HAVEN  | ANIMAL CRUELTY CASE          | COMMUNITY SERVICES UNIT    | 198.00             |
|              | PASADO'S SAFE HAVEN  |                              | COMMUNITY SERVICES UNIT    | 2,185.42           |
| 136884       | PEACE OF MIND        | MINUTE TAKING SERVICE        | CITY CLERK                 | 78.20              |
|              | PEACE OF MIND        |                              | CITY CLERK                 | 102.00             |
| 136885       | PENNYSTONE PROPERTIE | UB REFUND                    | WATER/SEWER OPERATION      | 140.71             |
| 136886       | PENWAY LTD           | 2500 POSTCARDS-CIC           | PLANNING & COMMUNITY DEV   | 201.11             |
| 136887       | PETROCARD SYSTEMS    | FUEL CONSUMED                | ENGR-GENL                  | 36.44              |
|              | PETROCARD SYSTEMS    |                              | COMPUTER SERVICES          | 42.30              |
|              | PETROCARD SYSTEMS    |                              | EQUIPMENT RENTAL           | 73.75              |
|              | PETROCARD SYSTEMS    |                              | STORM DRAINAGE             | 79.91              |
|              | PETROCARD SYSTEMS    |                              | FACILITY MAINTENANCE       | 126.21             |
|              | PETROCARD SYSTEMS    |                              | COMMUNITY                  | 313.66             |
|              | PETROCARD SYSTEMS    |                              | PARK & RECREATION FAC      | 441.34             |
|              | PETROCARD SYSTEMS    |                              | GENERAL                    | 2,361.06           |
|              | PETROCARD SYSTEMS    |                              | MAINT OF EQUIPMENT         | 3,904.19           |
|              | PETROCARD SYSTEMS    |                              | SOLID WASTE OPERATIONS     | 4,902.89           |
|              | PETROCARD SYSTEMS    |                              | POLICE PATROL              | 7,567.35           |
| 136888       | PETTY CASH- PW       | COFFEE                       | UTIL ADMIN                 | 6.99               |
| 136889       | PGC INTERBAY LLC     | PROFESSIONAL SERVICES        | MAINTENANCE                | 12.66              |
|              | PGC INTERBAY LLC     |                              | PRO-SHOP                   | 33.99              |
|              | PGC INTERBAY LLC     |                              | PRO-SHOP                   | 101.96             |
|              | PGC INTERBAY LLC     |                              | MAINTENANCE                | 240.00             |
|              | PGC INTERBAY LLC     |                              | PRO-SHOP                   | 254.03             |
|              | PGC INTERBAY LLC     |                              | PRO-SHOP                   | 276.59             |
|              | PGC INTERBAY LLC     |                              | PRO-SHOP                   | 370.61             |
|              | PGC INTERBAY LLC     |                              | MAINTENANCE                | 743.26             |
|              | PGC INTERBAY LLC     |                              | MAINTENANCE                | 762.28             |
|              | PGC INTERBAY LLC     |                              | GOLF COURSE                | 914.71             |
|              | PGC INTERBAY LLC     |                              | PRO-SHOP                   | 972.64             |
|              | PGC INTERBAY LLC     |                              | PRO-SHOP                   | 1,075.00           |

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/5/2019 TO 12/11/2019**

| <u>CHK #</u> | <u>VENDOR</u>        | <u>ITEM DESCRIPTION</u>             | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|-------------------------------------|----------------------------|--------------------|
| 136889       | PGC INTERBAY LLC     | PROFESSIONAL SERVICES               | MAINTENANCE                | 2,038.68           |
| 136890       | PICK OF THE LITTER   | GRAPHIC DESIGN                      | RECREATION SERVICES        | 881.25             |
| 136891       | PIGSKIN UNIFORMS     | JUMPSUIT-OZMENT                     | POLICE PATROL              | 618.45             |
| 136892       | PILCHUCK RENTALS     | WEEDEATER LINE                      | SMALL ENGINE SHOP          | 63.94              |
|              | PILCHUCK RENTALS     | WEEDEATER CARBS                     | SMALL ENGINE SHOP          | 98.53              |
|              | PILCHUCK RENTALS     | CHAINSAW BLADES                     | WATER DIST MAINS           | 114.93             |
|              | PILCHUCK RENTALS     | FULL WRAP CHAPS                     | WATER DIST MAINS           | 158.47             |
|              | PILCHUCK RENTALS     | BEARINGS, CLIPS, PULLEY AND ADAPTER | SMALL ENGINE SHOP          | 453.97             |
| 136893       | PLATT ELECTRIC       | ADAPTERS AND CONNECTORS             | GMA - STREET               | 33.10              |
|              | PLATT ELECTRIC       | FLUSH WATER HEAT TRACE PARTS        | WASTE WATER TREATMENT      | 65.79              |
|              | PLATT ELECTRIC       | BULBS                               | PUBLIC SAFETY BLDG         | 118.37             |
|              | PLATT ELECTRIC       | FLUSH WATER HEAT TRACE PARTS        | WASTE WATER TREATMENT      | 118.48             |
|              | PLATT ELECTRIC       | GFI'S AND RADIO PARTS               | STREET LIGHTING            | 185.59             |
|              | PLATT ELECTRIC       | BULBS                               | WASTE WATER TREATMENT      | 198.71             |
|              | PLATT ELECTRIC       |                                     | PUBLIC SAFETY BLDG         | 236.74             |
|              | PLATT ELECTRIC       | RELAYS                              | WASTE WATER TREATMENT      | 276.09             |
| 136894       | POSTAL SERVICE       | POSTAGE                             | UTIL ADMIN                 | 38.35              |
|              | POSTAL SERVICE       |                                     | COMMUNITY                  | 66.90              |
| 136895       | POWELL, KEVIN & GRET | UB REFUND                           | WATER/SEWER OPERATION      | 474.06             |
| 136896       | PRI MANAGEMENT GROUP | TRAINING-GOOLSBY                    | POLICE TRAINING-FIREARMS   | 195.00             |
| 136897       | PUD                  | ACCT #205283641                     | STREET LIGHTING            | 9.08               |
|              | PUD                  | ACCT #205026476                     | STREET LIGHTING            | 11.01              |
|              | PUD                  | ACCT #204584361                     | STREET LIGHTING            | 17.16              |
|              | PUD                  | ACCT #205026476                     | STREET LIGHTING            | 17.21              |
|              | PUD                  | ACCT #202177861                     | PUMPING PLANT              | 17.82              |
|              | PUD                  | ACCT #204584361                     | STREET LIGHTING            | 22.74              |
|              | PUD                  | ACCT #221303498                     | STREET LIGHTING            | 29.99              |
|              | PUD                  | ACCT #200800704                     | STREET LIGHTING            | 61.69              |
|              | PUD                  | ACCT #220339238                     | TRAFFIC CONTROL DEVICES    | 65.21              |
|              | PUD                  | ACCT #204879134                     | TRAFFIC CONTROL DEVICES    | 70.79              |
|              | PUD                  | ACCT #201931193                     | PARK & RECREATION FAC      | 92.72              |
|              | PUD                  | ACCT #201046380                     | PARK & RECREATION FAC      | 99.13              |
|              | PUD                  | ACCT #202576112                     | STREET LIGHTING            | 129.07             |
|              | PUD                  | ACCT #203344585                     | STREET LIGHTING            | 203.39             |
|              | PUD                  | ACCT #202368197                     | PUMPING PLANT              | 218.32             |
|              | PUD                  | ACCT #200812808                     | PUMPING PLANT              | 247.78             |
|              | PUD                  | ACCT #202461554                     | SEWER LIFT STATION         | 441.47             |
|              | PUD                  | ACCT #200164598                     | SOURCE OF SUPPLY           | 779.71             |
|              | PUD                  | ACCT #202604203                     | STREET LIGHTING            | 1,756.21           |
|              | PUD                  | ACCT #202576112                     | STREET LIGHTING            | 2,452.26           |
|              | PUD                  | ACCT #202604203                     | STREET LIGHTING            | 2,634.31           |
|              | PUD                  | ACCT #202882098                     | STREET LIGHTING            | 10,198.64          |
|              | PUD                  |                                     | STREET LIGHTING            | 15,951.72          |
| 136898       | PUGET SOUND BUSINESS | ADVERTISING                         | PLANNING & COMMUNITY DEV   | 4,200.00           |
| 136899       | RAIN FOR RENT        | SERVICE OF PUMP                     | SEWER CAPITAL PROJECTS     | 474.60             |
| 136900       | REHM, KARL & MARIAN  | UB REFUND                           | WATER/SEWER OPERATION      | 206.04             |
| 136901       | RH2 ENGINEERING INC  | PROFESSIONAL SERVICES               | SOURCE OF SUPPLY           | 129.33             |
|              | RH2 ENGINEERING INC  |                                     | WATER CAPITAL PROJECTS     | 2,125.08           |
| 136902       | RISING, KIRSTEN      | REFUND CLASS FEES                   | PARKS-RECREATION           | 70.00              |
| 136903       | ROCK SOLID FENCE     | BEAUTIFICATION GRANT                | PROTECTIVE INSPECTIONS     | 847.08             |
| 136904       | ROMAINE ELECTRIC     | STARTER                             | EQUIPMENT RENTAL           | 160.76             |
| 136905       | ROY ROBINSON         | HOOD STRUTS                         | EQUIPMENT RENTAL           | 150.03             |
| 136906       | SAFETY SOURCE LLC    | ROAD PLATE RENTALS                  | CAPITAL EXPENDITURES       | 347.10             |
| 136907       | SEED, KRISTYN        | UB REFUND                           | WATER/SEWER OPERATION      | 322.57             |
| 136908       | SHERWIN WILLIAMS     | PAINT                               | MAINT OF GENL PLANT        | 23.96              |
|              | SHERWIN WILLIAMS     | PAINT, BRUSHES AND RAGS             | MAINT OF GENL PLANT        | 109.97             |

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/5/2019 TO 12/11/2019**

| <u>CHK #</u> | <u>VENDOR</u>        | <u>ITEM DESCRIPTION</u>            | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|------------------------------------|----------------------------|--------------------|
| 136909       | SHRED-IT US          | MONTHLY SHREDDING SERVICE          | CITY CLERK                 | 4.56               |
|              | SHRED-IT US          |                                    | UTIL ADMIN                 | 4.56               |
|              | SHRED-IT US          |                                    | ENGR-GENL                  | 4.56               |
|              | SHRED-IT US          |                                    | LEGAL - PROSECUTION        | 11.19              |
|              | SHRED-IT US          |                                    | EXECUTIVE ADMIN            | 11.20              |
| 136910       | SIX ROBBLEES INC     | AMBER LENS                         | ER&R                       | 49.90              |
| 136911       | SNO CO FINANCE       | REPROGRAM RADIOS AND REPAIR #V007  | UTIL ADMIN                 | 689.34             |
|              | SNO CO FINANCE       |                                    | SOLID WASTE OPERATIONS     | 689.34             |
|              | SNO CO FINANCE       |                                    | EQUIPMENT RENTAL           | 1,771.87           |
| 136912       | SNO CO TREASURER     | CRIME VICTIM/WITNESS FUNDS         | CRIME VICTIM               | 1,297.05           |
| 136913       | SNO CO TREASURER     | INMATE HOUSING-OCT 2019            | DETENTION & CORRECTION     | 76,866.78          |
| 136914       | SNOHOMISH CO 911     | TYLER SOFTWARE                     | DETENTION & CORRECTION     | 1,091.65           |
|              | SNOHOMISH CO 911     | DISPATCH SERVICES                  | COMMUNICATION CENTER       | 81,818.97          |
| 136915       | SOLID WASTE SYSTEMS  | SOLENOID                           | EQUIPMENT RENTAL           | 216.62             |
|              | SOLID WASTE SYSTEMS  | STROBE FLASH AND ELEMENTS          | ER&R                       | 647.84             |
| 136916       | SOUND PUBLISHING     | CALL FOR BIDS                      | GMA - STREET               | 100.02             |
| 136917       | SOUND PUBLISHING     | ADVERTISING                        | OPERA HOUSE                | 675.00             |
| 136918       | SOUND SAFETY         | BOOTS-ALDERMAN                     | UTIL ADMIN                 | 132.85             |
|              | SOUND SAFETY         | JEANS-TINSLEY                      | SOLID WASTE OPERATIONS     | 153.23             |
| 136919       | SPRINGBROOK NURSERY  | SHOP STOCK ROCK                    | WATER DIST MAINS           | 416.25             |
|              | SPRINGBROOK NURSERY  |                                    | SEWER MAIN COLLECTION      | 416.25             |
|              | SPRINGBROOK NURSERY  |                                    | ROADWAY MAINTENANCE        | 416.25             |
| 136920       | STONEWAY ELECTRIC    | BULBS                              | MAINT OF GENL PLANT        | 132.09             |
| 136921       | STROPE, JASON        | REIMBURSE MEAL                     | WATER DIST MAINS           | 13.17              |
| 136922       | SUPERION LLC         | TRAKIT GIS SERVICES                | STORM DRAINAGE             | 100.00             |
| 136923       | SWANA                | MEMBERSHIP-MYERS                   | SOLID WASTE OPERATIONS     | 268.00             |
| 136924       | THOMAS, TRACY & ELLI | UB REFUND                          | WATER/SEWER OPERATION      | 28.64              |
| 136925       | THYSSENKRUPP ELEVATO | PREVENTATIVE MAINTENANCE           | CITY HALL                  | 314.50             |
|              | THYSSENKRUPP ELEVATO |                                    | PUBLIC SAFETY BLDG         | 314.50             |
| 136926       | TRANSPORTATION SOLUT | PROFESSIONAL SERVICES              | GMA - STREET               | 3,145.18           |
|              | TRANSPORTATION SOLUT |                                    | GMA - STREET               | 3,603.50           |
|              | TRANSPORTATION SOLUT |                                    | GMA - STREET               | 6,281.00           |
|              | TRANSPORTATION SOLUT |                                    | GMA - STREET               | 7,104.90           |
|              | TRANSPORTATION SOLUT |                                    | GMA - STREET               | 21,130.61          |
|              | TRANSPORTATION SOLUT |                                    | GMA - STREET               | 60,062.30          |
| 136927       | TULALIP CHAMBER      | BBH-NOV 2019                       | PARK & RECREATION FAC      | 23.00              |
|              | TULALIP CHAMBER      |                                    | CITY COUNCIL               | 46.00              |
|              | TULALIP CHAMBER      |                                    | EXECUTIVE ADMIN            | 46.00              |
|              | TULALIP CHAMBER      | HOLIDAY DINNER/AUCTION (13)        | PARK & RECREATION FAC      | 65.00              |
|              | TULALIP CHAMBER      |                                    | FINANCE-GENL               | 65.00              |
|              | TULALIP CHAMBER      |                                    | EXECUTIVE ADMIN            | 325.00             |
|              | TULALIP CHAMBER      |                                    | CITY COUNCIL               | 390.00             |
| 136928       | UNITED PARCEL SERVIC | SHIPPING EXPENSE                   | POLICE PATROL              | 13.78              |
| 136929       | UNITED RENTALS       | TANK RENTAL                        | SEWER CAPITAL PROJECTS     | 1,552.25           |
| 136930       | UNIVAR USA INC       | SODIUM HYPOCHLORITE                | WATER QUAL TREATMENT       | 1,315.31           |
| 136931       | VALLUZZI, HOLLY      | INSTRUCTOR SERVICES                | COMMUNITY CENTER           | 48.00              |
| 136932       | VAN DAM'S ABBEY      | BLIND REPAIR                       | UTIL ADMIN                 | 131.16             |
| 136933       | VEOLIA WATER TECHNOL | CHEMICAL FOR WATER TREATMENT UNITS | SEWER CAPITAL PROJECTS     | 9,729.61           |
| 136934       | VERIZON              | WIRELESS MODEMS                    | COMMUNITY SERVICES UNIT    | 160.21             |
|              | VERIZON              | AMR LINES                          | METER READING              | 301.95             |
|              | VERIZON              | WIRELESS MODEMS                    | OFFICE OPERATIONS          | 438.92             |
|              | VERIZON              |                                    | POLICE PATROL              | 2,160.74           |
| 136935       | WA STATE TREASURER   | PUBLIC SAFETY & BLDG REVENUE       | GENERAL FUND               | 494.00             |
|              | WA STATE TREASURER   |                                    | GENERAL FUND               | 41,409.21          |
| 136936       | WAPRO                | DUES-NISHIMURA                     | OFFICE OPERATIONS          | 25.00              |
|              | WAPRO                | DUES-VANDERSCHEL                   | OFFICE OPERATIONS          | 25.00              |



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/5/2019 TO 12/11/2019**

| <u>CHK #</u> | <u>VENDOR</u>       | <u>ITEM DESCRIPTION</u>         | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|---------------------|---------------------------------|----------------------------|--------------------|
| 136937       | WASTE MANAGEMENT    | YARD WASTE/RECYCLING SERVICE    | RECYCLING OPERATION        | 130,042.39         |
| 136938       | WATERISAC           | MEMBERSHIP                      | UTIL ADMIN                 | 2,099.00           |
| 136939       | WEBCHECK            | WEBCHECK SERVICES               | UTILITY BILLING            | 1,278.81           |
| 136940       | WETLAND RESOURCES   | CRITICAL AREA STUDY             | GMA-PARKS                  | 240.00             |
|              | WETLAND RESOURCES   |                                 | GMA-PARKS                  | 720.00             |
| 136941       | WHISTLE WORKWEAR    | BOOTS-HAVELLANA                 | SOLID WASTE OPERATIONS     | 158.10             |
|              | WHISTLE WORKWEAR    | JEANS AND BOOTS-MACDICKEN       | SOLID WASTE OPERATIONS     | 370.53             |
| 136942       | WIDE FORMAT COMPANY | MONTHLY BASE CHARGE KIP PRINTER | UTIL ADMIN                 | 118.04             |
| 136943       | WILMOTT, JACOB      | UB REFUND                       | WATER/SEWER OPERATION      | 132.71             |
| 136944       | WWCPA               | MEMBERSHIP DUES-AKAU            | UTIL ADMIN                 | 20.00              |
|              | WWCPA               | MEMBERSHIP DUES-BROWN           | UTIL ADMIN                 | 20.00              |
|              | WWCPA               | MEMBERSHIP DUES-CALLAHAN        | UTIL ADMIN                 | 20.00              |
|              | WWCPA               | MEMBERSHIP DUES-CARY            | UTIL ADMIN                 | 20.00              |
|              | WWCPA               | MEMBERSHIP DUES-EYER            | UTIL ADMIN                 | 20.00              |
|              | WWCPA               | MEMBERSHIP DUES-FREEMAN         | UTIL ADMIN                 | 20.00              |
|              | WWCPA               | MEMBERSHIP DUES-LANCE           | UTIL ADMIN                 | 20.00              |
|              | WWCPA               | MEMBERSHIP DUES-LATIMER         | UTIL ADMIN                 | 20.00              |
|              | WWCPA               | MEMBERSHIP DUES-PETEK           | UTIL ADMIN                 | 20.00              |
|              | WWCPA               | MEMBERSHIP DUES-SCHOOLCRAFT     | UTIL ADMIN                 | 20.00              |
|              | WWCPA               | MEMBERSHIP DUES-STROPE          | UTIL ADMIN                 | 20.00              |
|              | WWCPA               | MEMBERSHIP DUES-WETZEL          | UTIL ADMIN                 | 20.00              |

**WARRANT TOTAL: 1,835,416.97**

REASON FOR VOIDS:  
 INITIATOR ERROR  
 CHECK LOST/DAMAGED  
 UNCLAIMED PROPERTY

CHECK #132140      INITIATOR ERROR      (2500.00)  
 CHECK #132841      INITIATOR ERROR      (212.37)  
 CHECK #134282      CHECK LOST      (13.17)

**1,832,691.43**

# *Index #6*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 13, 2020**

|   |                 |     |
|---|-----------------|-----|
| AGENDA ITEM:<br>Claims                          | AGENDA SECTION: |     |
| PREPARED BY:<br>Sandy Langdon, Finance Director | AGENDA NUMBER:  |     |
| ATTACHMENTS:<br>Claims Listings                 | APPROVED BY:    |     |
|   | MAYOR           | CAO |
| BUDGET CODE:                                    | AMOUNT:         |     |

Please see attached.

|  |
|--|
| <p>RECOMMENDED ACTION:</p> <p><b>The Finance and Executive Departments recommend City Council approve the December 18, 2019 claims in the amount of \$529,916.80 paid by EFT transactions and Check No.'s 136945 through 137099 with Check No. 135214 voided.</b></p> <p>COUNCIL ACTION:</p> |
|--|

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-12**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$529,916.80 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 136945 THROUGH 137099 WITH CHECK NO. 135214 VOIDED.** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **13<sup>th</sup> DAY OF JANUARY 2020.**

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/12/2019 TO 12/18/2019**

| <u>CHK #</u> | <u>VENDOR</u>        | <u>ITEM DESCRIPTION</u>               | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|---------------------------------------|----------------------------|--------------------|
| 136945       | LICENSING, DEPT OF   | CPL BATCH 12/11/19                    | GENERAL FUND               | 1,047.00           |
| 136946       | ADVANTAGE BUILDING S | JANITORIAL SERVICES                   | WATER FILTRATION PLANT     | 87.81              |
|              | ADVANTAGE BUILDING S |                                       | SUNNYSIDE FILTRATION       | 407.79             |
|              | ADVANTAGE BUILDING S |                                       | COMMUNITY CENTER           | 878.10             |
|              | ADVANTAGE BUILDING S |                                       | UTIL ADMIN                 | 878.10             |
|              | ADVANTAGE BUILDING S |                                       | CITY HALL                  | 1,317.15           |
|              | ADVANTAGE BUILDING S |                                       | COURT FACILITIES           | 1,317.15           |
|              | ADVANTAGE BUILDING S |                                       | WASTE WATER TREATMENT      | 1,403.30           |
|              | ADVANTAGE BUILDING S |                                       | MAINT OF GENL PLANT        | 1,756.09           |
|              | ADVANTAGE BUILDING S |                                       | PUBLIC SAFETY BLDG         | 1,896.70           |
|              | ADVANTAGE BUILDING S |                                       | PARK & RECREATION FAC      | 3,951.47           |
| 136947       | AGRICULTURE, DEPT OF | PESTICIDE LICENSE RENEWAL-AKAU        | UTIL ADMIN                 | 33.00              |
|              | AGRICULTURE, DEPT OF | PESTICIDE LICENSE RENEWAL-BROWN       | TRAINING                   | 33.00              |
|              | AGRICULTURE, DEPT OF | PESTICIDE LICENSE RENEWAL-DAY         | SOLID WASTE OPERATIONS     | 33.00              |
|              | AGRICULTURE, DEPT OF | PESTICIDE LICENSE RENEWAL-DIAMOND     | TRAINING                   | 33.00              |
|              | AGRICULTURE, DEPT OF | PESTICIDE LICENSE RENEWAL-GEIST       | UTIL ADMIN                 | 33.00              |
|              | AGRICULTURE, DEPT OF | PESTICIDE LICENSE RENEWAL-JESSEN      | UTIL ADMIN                 | 33.00              |
|              | AGRICULTURE, DEPT OF | PESTICIDE LICENSE RENEWAL-KEEFE       | UTIL ADMIN                 | 33.00              |
|              | AGRICULTURE, DEPT OF | PESTICIDE LICENSE RENEWAL-MECHLING    | TRAINING                   | 33.00              |
|              | AGRICULTURE, DEPT OF | PESTICIDE LICENSE RENEWAL-MILLER      | UTIL ADMIN                 | 33.00              |
|              | AGRICULTURE, DEPT OF | PESTICIDE LICENSE RENEWAL-PIKE        | TRAINING                   | 33.00              |
|              | AGRICULTURE, DEPT OF | PESTICIDE LICENSE RENEWAL-POTTER      | UTIL ADMIN                 | 33.00              |
|              | AGRICULTURE, DEPT OF | PESTICIDE LICENSE RENEWAL-WINELAND    | UTIL ADMIN                 | 33.00              |
| 136948       | ALL BATTERY SALES &  | ABSORB PADS, FUSES AND BULBS          | EQUIPMENT RENTAL           | 305.49             |
| 136949       | ALPINE PRODUCTS INC  | QUICK JOINTS                          | ROADWAY MAINTENANCE        | 364.88             |
| 136950       | ARAMARK UNIFORM      | UNIFORM SERVICE                       | SMALL ENGINE SHOP          | 6.56               |
|              | ARAMARK UNIFORM      |                                       | SMALL ENGINE SHOP          | 6.56               |
|              | ARAMARK UNIFORM      |                                       | EQUIPMENT RENTAL           | 71.86              |
|              | ARAMARK UNIFORM      |                                       | EQUIPMENT RENTAL           | 73.34              |
|              | ARAMARK UNIFORM      | LINEN SERVICE                         | OPERA HOUSE                | 79.52              |
|              | ARAMARK UNIFORM      |                                       | OPERA HOUSE                | 79.52              |
| 136951       | ASHTON, KARI         | UB REFUND                             | WATER/SEWER OPERATION      | 35.03              |
|              | ASHTON, KARI         |                                       | WATER/SEWER OPERATION      | 46.88              |
| 136952       | BENET, MARIA LOURDES | INTERPRETER SERVICES                  | COURTS                     | 125.00             |
| 136953       | BIG TREES INC        | MERRYSVILLE FOR THE HOLIDAY LIVE TREE | PARK & RECREATION FAC      | 2,158.68           |
| 136954       | BRENNAN, SHANNON     | INSTRUCTOR SERVICES                   | COMMUNITY CENTER           | 147.00             |
|              | BRENNAN, SHANNON     |                                       | COMMUNITY CENTER           | 303.00             |
| 136955       | CAPTAIN DIZZYS EXXON | CAR WASHES                            | POLICE PATROL              | 121.50             |
| 136956       | CARDWELL, IRATXE     | INTERPRETER SERVICES                  | COURTS                     | 105.51             |
|              | CARDWELL, IRATXE     |                                       | COURTS                     | 105.51             |
| 136957       | CASCADE SECURITY     | SECURITY SERVICES                     | PROBATION                  | 1,013.25           |
|              | CASCADE SECURITY     |                                       | MUNICIPAL COURTS           | 3,039.75           |
| 136958       | CENTRAL WELDING SUPP | BARRICADE TAPE                        | WATER SERVICES             | 114.77             |
| 136959       | COASTAL FARM & HOME  | HIP WADER SUSPENDERS                  | UTIL ADMIN                 | 17.48              |
| 136960       | CODE PUBLISHING      | ELEC UPDATE AND NEW PAGES             | CITY CLERK                 | 1,311.60           |
| 136961       | COMMERCIAL ALARM     | TEGRIS INSPECTION REPORT              | COURT FACILITIES           | 318.75             |
| 136962       | COOK, ANGIE          | RENTAL DEPOSIT REFUND                 | GENERAL FUND               | 200.00             |
| 136963       | COOP SUPPLY          | CHAIN LOCKS                           | PARK & RECREATION FAC      | 64.49              |
| 136964       | CORE & MAIN LP       | NEPTUNE R9001 METERS AND REGISTERS    | WATER SERVICE INSTALL      | 19,009.94          |
| 136965       | COSTLESS SENIOR SRVC | INMATE PRESCRIPTIONS                  | DETENTION & CORRECTION     | 308.79             |
| 136966       | CTS LANGUAGE LINK    | INTERPRETER SERVICES                  | COURTS                     | 14.58              |
| 136967       | CUMMINS NORTHWEST    | COOLANT                               | EQUIPMENT RENTAL           | 261.77             |
| 136968       | DAILY JOURNAL OF COM | LEGAL ADS                             | GMA - STREET               | 598.50             |
| 136969       | DHI MORTGAGE CO      | REFUND BUSINESS LIC FEES              | GENL FUND BUS LIC &        | 65.00              |
|              | DHI MORTGAGE CO      |                                       | GENL FUND BUS LIC &        | 65.00              |
| 136970       | DUNLAP INDUSTRIAL    | FLOATS AND CABLE CLAMPS               | WASTE WATER TREATMENT      | 393.50             |



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|--------------|-----------------------|--------------------------------------|----------------------------|--------------------|
| 136976       | FRONTIER COMMUNICATI  | ACCT #36065755320112185              | OPERA HOUSE                | 124.35             |
|              | FRONTIER COMMUNICATI  | ACCT #42533578930731175              | SUNNYSIDE FILTRATION       | 225.07             |
|              | FRONTIER COMMUNICATI  | ACCT #36065852920604075              | MUNICIPAL COURTS           | 275.06             |
| 136977       | GIEBEL, TRAVIS        | REIMBURSE EXAM FEES                  | UTIL ADMIN                 | 87.00              |
|              | GIEBEL, TRAVIS        |                                      | UTIL ADMIN                 | 100.00             |
| 136978       | GOVCONNECTION INC     | MONITOR STAND                        | IS REPLACEMENT ACCOUNTS    | 98.23              |
|              | GOVCONNECTION INC     | IPHONE CASES                         | IS REPLACEMENT ACCOUNTS    | 492.83             |
| 136979       | GRACE ACADEMY         | RENTAL DEPOSIT REFUND                | GENERAL FUND               | 250.00             |
| 136980       | GRAINGER              | AIR FRESHENERS                       | GARBAGE                    | -0.03              |
|              | GRAINGER              | LABELS                               | WATER DIST MAINS           | 50.69              |
|              | GRAINGER              | AIR FRESHENERS                       | SOLID WASTE OPERATIONS     | 94.98              |
|              | GRAINGER              | HOSE CLAMPS                          | TRANSPORTATION             | 103.13             |
| 136981       | GRANITE CONST         | ASPHALT AND TACK                     | CAPITAL EXPENDITURES       | 887.95             |
| 136982       | GRIFFEN, CHRIS        | PUBLIC DEFENDER                      | PUBLIC DEFENSE             | 150.00             |
|              | GRIFFEN, CHRIS        |                                      | PUBLIC DEFENSE             | 262.50             |
|              | GRIFFEN, CHRIS        |                                      | PUBLIC DEFENSE             | 262.50             |
|              | GRIFFEN, CHRIS        |                                      | PUBLIC DEFENSE             | 300.00             |
|              | GRIFFEN, CHRIS        |                                      | PUBLIC DEFENSE             | 300.00             |
|              | GRIFFEN, CHRIS        |                                      | PUBLIC DEFENSE             | 300.00             |
|              | GRIFFEN, CHRIS        |                                      | PUBLIC DEFENSE             | 300.00             |
| 136983       | HARBORVIEW HA         | BEAUTIFICATION GRANT                 | PROTECTIVE INSPECTIONS     | 7,500.00           |
| 136984       | HAU, AMANDA           | UB REFUND                            | WATER/SEWER OPERATION      | 26.48              |
| 136985       | HAVERTAPE, CALEB & A  | UB REFUND                            | WATER/SEWER OPERATION      | 16.98              |
| 136986       | HD FOWLER COMPANY     | PRICE CORRECTION CREDIT              | ER&R                       | -33.74             |
|              | HD FOWLER COMPANY     | MARKING PAINT                        | ER&R                       | 168.73             |
|              | HD FOWLER COMPANY     |                                      | ER&R                       | 449.95             |
|              | HD FOWLER COMPANY     | RESETTERS                            | WATER SERVICES             | 541.03             |
|              | HD FOWLER COMPANY     | TUBING, JOINTS, VALVES AND COUPLINGS | WATER SERVICE INSTALL      | 631.57             |
| 136987       | HEALTH, DEPT OF       | SUBMITTAL #19-1013                   | UTIL ADMIN                 | 1,489.00           |
| 136988       | HERC RENTALS INC      | EXCAVATOR RENTAL                     | CAPITAL EXPENDITURES       | 4,424.46           |
| 136989       | HOME DEPOT USA        | DEHUMIDIFIER                         | WATER RESERVOIRS           | 143.17             |
|              | HOME DEPOT USA        |                                      | WATER DIST MAINS           | 143.17             |
|              | HOME DEPOT USA        |                                      | SEWER LIFT STATION         | 286.34             |
| 136990       | IACIS                 | DUES-MCSHANE                         | POLICE INVESTIGATION       | 75.00              |
| 136991       | ILLINGWORTH, SHAWNDR  | RENTAL DEPOSIT REFUND                | GENERAL FUND               | 350.00             |
| 136992       | INTERSTATE BATTERY    | BATTERIES                            | ER&R                       | 725.93             |
| 136993       | J. THAYER COMPANY     | OFFICE SUPPLIES                      | WATER DIST MAINS           | 266.71             |
| 136994       | KAISER PERMANENTE     | PRE-EMPLOYMENT SCREENING             | POLICE ADMINISTRATION      | 633.00             |
| 136995       | KELLER SUPPLY COMPAN  | CLOBBER CLEANER                      | PUBLIC SAFETY BLDG         | 29.22              |
| 136996       | KJR ROOFING LLC       | ROOF FOR JENNINGS CARETAKER HOUSE    | PARK & RECREATION FAC      | 11,148.60          |
| 136997       | KKXA 1520             | ADVERTISING                          | OPERA HOUSE                | 500.00             |
| 136998       | KOPPA TARGETS LLC     | TARGETS                              | GENERAL FUND               | -229.71            |
|              | KOPPA TARGETS LLC     |                                      | POLICE TRAINING-FIREARMS   | 2,699.71           |
| 136999       | LAKE INDUSTRIES       | ASPHALT DEBRIS HAULED                | CAPITAL EXPENDITURES       | 420.00             |
| 137000       | LANGUAGE EXCHANGE     | INTERPRETER SERVICES                 | COURTS                     | 480.00             |
| 137001       | LGI HOMES             | UB REFUND                            | WATER/SEWER OPERATION      | 25.00              |
| 137002       | LOWES HIW INC         | HOOKS AND TRACKS                     | PARK & RECREATION FAC      | 225.42             |
| 137003       | MACLEOD RECKORD, PLLC | PROFESSIONAL SERVICES                | GMA-PARKS                  | 3,607.91           |
| 137004       | MANUEL, FRANK & ADRI  | UB REFUND                            | GARBAGE                    | 189.68             |
| 137005       | MARYSVILLE PRINTING   | STOP WORK ORDER FORMS                | COMMUNITY                  | 180.35             |
| 137006       | MARYSVILLE SCHOOL     | FACILITY RENTAL-TMS                  | RECREATION SERVICES        | 164.00             |
| 137007       | MARYSVILLE, CITY OF   | UTILITY SERVICE-6302 152ND ST NE     | PARK & RECREATION FAC      | 39.19              |
|              | MARYSVILLE, CITY OF   | UTILITY SERVICE-5626 61ST ST NE      | PARK & RECREATION FAC      | 89.18              |
|              | MARYSVILLE, CITY OF   | UTILITY SERVICE-15524 SM PT BLVD     | PUBLIC SAFETY BLDG         | 194.89             |
| 137008       | MAUL FOSTER & ALONGI  | GEDDES MARINA PROJECT                | SURFACE WATER CAPITAL      | 25,621.32          |
| 137009       | MC CLURE & SONS INC   | PAY ESTIMATE #6                      | SEWER CAPITAL PROJECTS     | 124,594.35         |

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| 137010       | MENNIE, CONNIE       | REIMBURSE MILEAGE/PAPER/SUPPLIES       | EXECUTIVE ADMIN            | 89.98              |
|              | MENNIE, CONNIE       | REIMBURSE MILEAGE/CIC MARKETING        | EXECUTIVE ADMIN            | 169.47             |
| 137011       | MERIDIAN CENTER ELEC | REFUND PERMIT FEES                     | COMMUNITY DEVELOPMENT      | 65.00              |
| 137012       | MOBILEGUARD, INC.    | TEXT MESSAGE ARCHIVING                 | COMMUNITY                  | 7.65               |
|              | MOBILEGUARD, INC.    |  | COMMUNITY SERVICES UNIT    | 7.65               |
|              | MOBILEGUARD, INC.    |  | PARK & RECREATION FAC      | 7.65               |
|              | MOBILEGUARD, INC.    |  | PERSONNEL ADMINISTRATION   | 7.65               |
|              | MOBILEGUARD, INC.    |  | SOLID WASTE CUSTOMER       | 7.65               |
|              | MOBILEGUARD, INC.    |  | PROPERTY TASK FORCE        | 15.30              |
|              | MOBILEGUARD, INC.    |  | RECREATION SERVICES        | 15.30              |
|              | MOBILEGUARD, INC.    |  | FACILITY MAINTENANCE       | 15.30              |
|              | MOBILEGUARD, INC.    |  | ENGR-GENL                  | 22.95              |
|              | MOBILEGUARD, INC.    |  | OFFICE OPERATIONS          | 22.95              |
|              | MOBILEGUARD, INC.    |  | COMMUNITY SERVICES UNIT    | 22.95              |
|              | MOBILEGUARD, INC.    |  | WATER QUAL TREATMENT       | 22.95              |
|              | MOBILEGUARD, INC.    |  | LEGAL - PROSECUTION        | 30.60              |
|              | MOBILEGUARD, INC.    |  | GENERAL                    | 30.60              |
|              | MOBILEGUARD, INC.    |  | STORM DRAINAGE             | 30.60              |
|              | MOBILEGUARD, INC.    |  | YOUTH SERVICES             | 38.25              |
|              | MOBILEGUARD, INC.    |  | EXECUTIVE ADMIN            | 45.90              |
|              | MOBILEGUARD, INC.    |  | POLICE INVESTIGATION       | 45.90              |
|              | MOBILEGUARD, INC.    |  | DETENTION & CORRECTION     | 53.55              |
|              | MOBILEGUARD, INC.    |  | WASTE WATER TREATMENT      | 76.50              |
|              | MOBILEGUARD, INC.    |  | UTIL ADMIN                 | 91.80              |
|              | MOBILEGUARD, INC.    |  | COMPUTER SERVICES          | 112.00             |
|              | MOBILEGUARD, INC.    |  | POLICE ADMINISTRATION      | 114.75             |
|              | MOBILEGUARD, INC.    |  | POLICE PATROL              | 336.60             |
| 137013       | MORGAN SOUND         | HDMI CORD                              | COMPUTER SERVICES          | 24.49              |
| 137014       | MOTOR TRUCKS         | HD CLAMPS                              | EQUIPMENT RENTAL           | 104.40             |
| 137015       | MOUNTAIN MIST        | COOLER/WATER                           | SEWER MAIN COLLECTION      | 11.58              |
|              | MOUNTAIN MIST        |  | WASTE WATER TREATMENT      | 11.59              |
|              | MOUNTAIN MIST        |  | SOLID WASTE OPERATIONS     | 11.59              |
|              | MOUNTAIN MIST        |  | COMMUNITY CENTER           | 14.60              |
| 137016       | NATIONAL BARRICADE   | BARRICADE AND SIGN RENTAL              | TRAFFIC CONTROL DEVICES    | 354.25             |
| 137017       | NCSI                 | BACKGROUND CHECKS                      | PERSONNEL ADMINISTRATION   | 111.00             |
|              | NCSI                 |  | PERSONNEL ADMINISTRATION   | 499.50             |
| 137018       | NELSON PETROLEUM     | DYED DIESEL FUEL                       | SEWER CAPITAL PROJECTS     | 1,251.49           |
| 137019       | NELSON TRUCK EQUIP   | SNOW PLOW SKID SHOES                   | EQUIPMENT RENTAL           | 198.96             |
| 137020       | NEWMAN BURROW LLC    | ACTIVITY GUIDES                        | RECREATION SERVICES        | 7,384.31           |
| 137021       | NORTHEND TRUCK EQUIP | SNOW PLOW DEFELECTOR RUBBER KITS       | ER&R                       | 5,649.15           |
| 137022       | NORTON, WORTH        | REIMBURSE TRAVEL/SECURITY SRVCS        | GENERAL FUND               | -8.82              |
|              | NORTON, WORTH        |  | COMPUTER SERVICES          | 30.92              |
|              | NORTON, WORTH        |  | COMPUTER SERVICES          | 95.24              |
|              | NORTON, WORTH        |  | PARK & RECREATION FAC      | 103.63             |
|              | NORTON, WORTH        |  | COMPUTER SERVICES          | 425.00             |
| 137023       | O'BRIEN, APRIL       | REIMBURSE HOLIDAY APPRECIATION/POSTAGE | PERSONNEL ADMINISTRATION   | 6.85               |
|              | O'BRIEN, APRIL       |  | PERSONNEL ADMINISTRATION   | 869.75             |
| 137024       | OATES, DEREK         | REIMBURSE WSPCA EXPENSE                | POLICE PATROL              | 439.05             |
| 137025       | OFFICE DEPOT         | OFFICE SUPPLIES                        | UTIL ADMIN                 | 15.28              |
|              | OFFICE DEPOT         |  | ENGR-GENL                  | 15.28              |
|              | OFFICE DEPOT         |  | UTIL ADMIN                 | 27.49              |
|              | OFFICE DEPOT         |  | UTIL ADMIN                 | 30.93              |
|              | OFFICE DEPOT         |  | ENGR-GENL                  | 30.93              |
|              | OFFICE DEPOT         |  | ENGR-GENL                  | 52.19              |
|              | OFFICE DEPOT         |  | POLICE INVESTIGATION       | 66.08              |
|              | OFFICE DEPOT         |  | POLICE INVESTIGATION       | 74.30              |



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| 137025       | OFFICE DEPOT         | OFFICE SUPPLIES            | POLICE INVESTIGATION       | 82.18              |
|              | OFFICE DEPOT         |                            | WATER QUAL TREATMENT       | 83.99              |
|              | OFFICE DEPOT         |                            | METER READING              | 83.99              |
|              | OFFICE DEPOT         |                            | WASTE WATER TREATMENT      | 83.99              |
|              | OFFICE DEPOT         |                            | POLICE PATROL              | 108.88             |
|              | OFFICE DEPOT         |                            | POLICE PATROL              | 129.08             |
|              | OFFICE DEPOT         |                            | POLICE PATROL              | 134.70             |
|              | OFFICE DEPOT         | FILE CABINETS              | YOUTH SERVICES             | 175.39             |
|              | OFFICE DEPOT         | OFFICE SUPPLIES            | OFFICE OPERATIONS          | 192.78             |
|              | OFFICE DEPOT         |                            | YOUTH SERVICES             | 213.48             |
|              | OFFICE DEPOT         |                            | OFFICE OPERATIONS          | 228.46             |
|              | OFFICE DEPOT         |                            | OFFICE OPERATIONS          | 360.62             |
|              | OFFICE DEPOT         | CUPS                       | DETENTION & CORRECTION     | 505.29             |
| 137026       | ONE IDENTITY LLC     | PASSWORD MANAGER RENEWAL   | COMPUTER SERVICES          | 1,091.91           |
| 137027       | OREILLY AUTO PARTS   | COVER CREDIT               | EQUIPMENT RENTAL           | -99.46             |
|              | OREILLY AUTO PARTS   | RECYCLING/RECHARGE MACHINE | EQUIPMENT RENTAL           | 5,783.06           |
| 137028       | PACIFIC PLUMBING     | SEAT LIDS                  | MAINT OF GENL PLANT        | 127.49             |
| 137029       | PACIFIC POWER BATTER | BATTERIES                  | POLICE PATROL              | 105.74             |
|              | PACIFIC POWER BATTER |                            | POLICE PATROL              | 422.95             |
| 137030       | PARR LUMBER CO       | POCKET SPOTLIGHTS          | COMMUNITY                  | 189.92             |
| 137031       | PARTS STORE, THE     | BLOWER MOTOR ASSY          | EQUIPMENT RENTAL           | 57.09              |
|              | PARTS STORE, THE     | EXHAUST FLUID              | SOLID WASTE OPERATIONS     | 873.53             |
| 137032       | PEACE OF MIND        | MINUTE TAKING SERVICE      | COMMUNITY                  | 102.00             |
| 137033       | PETROCARD SYSTEMS    | FUEL CONSUMED              | EQUIPMENT RENTAL           | 66.13              |
|              | PETROCARD SYSTEMS    |                            | FACILITY MAINTENANCE       | 89.58              |
|              | PETROCARD SYSTEMS    |                            | COMMUNITY                  | 262.91             |
|              | PETROCARD SYSTEMS    |                            | PARK & RECREATION FAC      | 416.84             |
|              | PETROCARD SYSTEMS    |                            | GENERAL                    | 1,425.15           |
|              | PETROCARD SYSTEMS    |                            | MAINT OF EQUIPMENT         | 2,850.14           |
|              | PETROCARD SYSTEMS    |                            | SOLID WASTE OPERATIONS     | 3,616.35           |
|              | PETROCARD SYSTEMS    |                            | POLICE PATROL              | 6,576.86           |
| 137034       | PGC INTERBAY LLC     | GOLF COURSE PAYROLL        | PRO-SHOP                   | 6,297.81           |
|              | PGC INTERBAY LLC     |                            | MAINTENANCE                | 8,918.06           |
| 137035       | PHAM, JOSEPH         | INTERPRETER SERVICES       | COURTS                     | 125.00             |
|              | PHAM, JOSEPH         |                            | COURTS                     | 125.00             |
| 137036       | PICK OF THE LITTER   | GRAPHIC DESIGN             | RECREATION SERVICES        | 356.25             |
| 137037       | PILCHUCK RENTALS     | BOOM LIFT RENTAL           | PARK & RECREATION FAC      | 431.74             |
| 137038       | PLATT ELECTRIC       | RELAY CREDIT               | WASTE WATER TREATMENT      | -266.25            |
|              | PLATT ELECTRIC       | PVC, BELL END AND ELBOW    | GMA - STREET               | 28.60              |
|              | PLATT ELECTRIC       | LAMPS                      | MAINT OF GENL PLANT        | 42.47              |
|              | PLATT ELECTRIC       | CONDUITS                   | WATER DIST MAINS           | 57.14              |
|              | PLATT ELECTRIC       | CONNECTOR AND CLAMP        | STORM DRAINAGE             | 108.09             |
|              | PLATT ELECTRIC       | HEAT TAPE                  | STORM DRAINAGE             | 156.66             |
|              | PLATT ELECTRIC       | THERMOSTAT                 | STORM DRAINAGE             | 184.21             |
|              | PLATT ELECTRIC       | CAT 5 CABLE                | TRANSPORTATION             | 197.79             |
|              | PLATT ELECTRIC       | ZIP TIES                   | PARK & RECREATION FAC      | 225.60             |
| 137039       | POSTAL SERVICE       | POSTAGE                    | PROBATION                  | 1,000.00           |
|              | POSTAL SERVICE       |                            | MUNICIPAL COURTS           | 3,000.00           |
| 137040       | PROFORCE LAW ENFORC  | HANDGUN TRANSITION CREDIT  | POLICE PATROL              | -4,754.55          |
|              | PROFORCE LAW ENFORC  |                            | POLICE PATROL              | -3,803.64          |
|              | PROFORCE LAW ENFORC  |                            | POLICE PATROL              | -2,320.00          |
|              | PROFORCE LAW ENFORC  |                            | POLICE PATROL              | -215.66            |
|              | PROFORCE LAW ENFORC  | TASERS                     | POLICE PATROL              | 20,115.85          |
| 137041       | PUD                  | ACCT #201142098            | PARK & RECREATION FAC      | 9.18               |
|              | PUD                  | ACCT #201346665            | SEWER LIFT STATION         | 18.14              |
|              | PUD                  | ACCT #205481823            | GOLF ADMINISTRATION        | 19.28              |

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| 137041       | PUD                  | ACCT #204259469                        | TRAFFIC CONTROL DEVICES    | 19.84              |
|              | PUD                  | ACCT #204260343                        | TRAFFIC CONTROL DEVICES    | 19.84              |
|              | PUD                  | ACCT #204262620                        | TRAFFIC CONTROL DEVICES    | 19.84              |
|              | PUD                  | ACCT #201142155                        | TRANSPORTATION             | 35.02              |
|              | PUD                  | ACCT #221610405                        | STREET LIGHTING            | 43.95              |
|              | PUD                  | ACCT #202294245                        | SEWER LIFT STATION         | 50.74              |
|              | PUD                  | ACCT #204829691                        | STREET LIGHTING            | 53.35              |
|              | PUD                  | ACCT #200660439                        | STREET LIGHTING            | 66.84              |
|              | PUD                  | ACCT #200061463                        | PARK & RECREATION FAC      | 82.87              |
|              | PUD                  | ACCT #203996343                        | STREET LIGHTING            | 83.45              |
|              | PUD                  | ACCT #201909637                        | SEWER LIFT STATION         | 131.84             |
|              | PUD                  | ACCT #220020531                        | STREET LIGHTING            | 358.81             |
|              | PUD                  | ACCT #201098969                        | PUMPING PLANT              | 618.08             |
| 137042       | PUGET SOUND ENERGY   | ACCT #220002768939                     | PUBLIC SAFETY BLDG         | 48.61              |
|              | PUGET SOUND ENERGY   | ACCT #220015485349                     | OPERA HOUSE                | 60.87              |
|              | PUGET SOUND ENERGY   | ACCT #220015485380                     | OPERA HOUSE                | 89.06              |
|              | PUGET SOUND ENERGY   | ACCT #200007781657                     | GOLF ADMINISTRATION        | 96.84              |
|              | PUGET SOUND ENERGY   | ACCT #200024981520                     | COMMUNITY CENTER           | 98.77              |
|              | PUGET SOUND ENERGY   | ACCT #220015485703                     | OPERA HOUSE                | 102.67             |
|              | PUGET SOUND ENERGY   | ACCT #200007052364                     | MAINT OF GENL PLANT        | 165.84             |
|              | PUGET SOUND ENERGY   | ACCT #220009207434                     | OPERA HOUSE                | 382.56             |
|              | PUGET SOUND ENERGY   | ACCT #200004804056                     | COURT FACILITIES           | 409.49             |
|              | PUGET SOUND ENERGY   | ACCT #200023493808                     | CITY HALL                  | 430.33             |
|              | PUGET SOUND ENERGY   | ACCT #200013812314                     | MAINT OF GENL PLANT        | 835.44             |
|              | PUGET SOUND ENERGY   | ACCT #200010703029                     | PUBLIC SAFETY BLDG         | 1,504.66           |
| 137043       | PUGET SOUND SECURITY | KEYS MADE                              | PARK & RECREATION FAC      | 17.38              |
|              | PUGET SOUND SECURITY |  | DETENTION & CORRECTION     | 20.99              |
|              | PUGET SOUND SECURITY | CAM LOCKS                              | TRAFFIC CONTROL DEVICES    | 21.84              |
| 137044       | QUICKEN LOANS        | PROCESSING FEES-91 QUINN AVE           | GMA - STREET               | 425.00             |
| 137045       | RAIN FOR RENT        | PUMP AND PIPE RENTAL                   | SEWER CAPITAL PROJECTS     | 474.60             |
|              | RAIN FOR RENT        | PIPE RENTAL                            | WATER CAPITAL PROJECTS     | 1,909.03           |
|              | RAIN FOR RENT        | PUMP AND PIPE RENTAL                   | SEWER CAPITAL PROJECTS     | 20,387.41          |
|              | RAIN FOR RENT        |  | SEWER CAPITAL PROJECTS     | 20,912.60          |
| 137046       | RAM SPV II, LLC      | PORTABLE BLDG RENTAL                   | STORM DRAINAGE             | 437.20             |
|              | RAM SPV II, LLC      |  | SEWER SERV MAINT           | 437.20             |
|              | RAM SPV II, LLC      |  | SEWER SERV MAINT           | 437.20             |
|              | RAM SPV II, LLC      |  | STORM DRAINAGE             | 437.20             |
| 137047       | RATHBUN, ZACHARY     | UB REFUND                              | WATER/SEWER OPERATION      | 24.33              |
| 137048       | RH2 ENGINEERING INC  | PROFESSIONAL SERVICES                  | WATER CAPITAL PROJECTS     | 1,615.40           |
| 137049       | ROBINSON, MIKE       | REIMBURSE TREE LIGHTING SUPPLY EXPENSE | PARK & RECREATION FAC      | 249.95             |
| 137050       | ROY ROBINSON         | RADIATOR HOSE                          | EQUIPMENT RENTAL           | 43.92              |
|              | ROY ROBINSON         | CONTROLARM AND SENSOR                  | EQUIPMENT RENTAL           | 286.44             |
| 137051       | RUSDEN, JOHN         | PRO-TEM SERVICES                       | MUNICIPAL COURTS           | 370.00             |
|              | RUSDEN, JOHN         |  | MUNICIPAL COURTS           | 555.00             |
| 137052       | SAFEGWAY INC.        | HAGGENS BOXED LUNCHES-PRACTICAL EXAM   | UTIL ADMIN                 | 43.68              |
| 137053       | SAFEGWAY INC.        | MEETING SUPPLIES                       | GMA - STREET               | 64.15              |
| 137054       | SCCFOA               | RENTAL DEPOSIT REFUND                  | GENERAL FUND               | 250.00             |
| 137055       | SCORE                | INMATE HOUSING-NOV 2019                | DETENTION & CORRECTION     | 18,600.00          |
| 137056       | SEEK INVESTMENTS     | UB REFUND                              | WATER/SEWER OPERATION      | 114.78             |
| 137057       | SHI INTERNATIONAL    | LICENSE RENEWALS                       | UTILITY LOCATING           | 99.86              |
|              | SHI INTERNATIONAL    |  | EXECUTIVE ADMIN            | 501.55             |
|              | SHI INTERNATIONAL    |  | WASTE WATER TREATMENT      | 751.59             |
|              | SHI INTERNATIONAL    |  | IS REPLACEMENT ACCOUNTS    | 5,751.36           |
| 137058       | SHRED-IT US          | MONTHLY SHREDDING SERVICE              | POLICE PATROL              | 54.72              |
|              | SHRED-IT US          |  | MUNICIPAL COURTS           | 67.17              |
| 137059       | SIMPSON SAND & GRAV  | HAUL CONCRETE DEBRIS<br>Item 6 - 8     | CAPITAL EXPENDITURES       | 576.00             |

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/12/2019 TO 12/18/2019**

| <u>CHK #</u> | <u>VENDOR</u>        | <u>ITEM DESCRIPTION</u>              | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|--------------------------------------|----------------------------|--------------------|
| 137059       | SIMPSON SAND & GRAV  | HAUL CONCRETE DEBRIS                 | CAPITAL EXPENDITURES       | 1,728.00           |
| 137060       | SNO CO PUBLIC WORKS  | 88TH & 36 AVE SIGNAL                 | TRANSPORTATION             | 306.56             |
| 137061       | SNO CO TREASURER     | INMATE MEDICAL-OCT 2019              | DETENTION & CORRECTION     | 583.29             |
| 137062       | SNYDER, ROBERT J.    | UB REFUND                            | WATER/SEWER OPERATION      | 1,391.05           |
| 137063       | SOLID WASTE SYSTEMS  | HYDRAULIC CYLINDER ASSY              | EQUIPMENT RENTAL           | 1,201.11           |
| 137064       | SONITROL             | SECURITY MONITORING                  | NON-DEPARTMENTAL           | 134.00             |
|              | SONITROL             |                                      | STORM DRAINAGE             | 143.00             |
|              | SONITROL             |                                      | UTILADMIN                  | 144.56             |
|              | SONITROL             |                                      | COMMUNITY CENTER           | 154.96             |
|              | SONITROL             |                                      | PUBLIC SAFETY BLDG         | 177.72             |
|              | SONITROL             |                                      | SUNNYSIDE FILTRATION       | 239.00             |
|              | SONITROL             |                                      | PARK & RECREATION FAC      | 287.04             |
|              | SONITROL             |                                      | MAINT OF GENL PLANT        | 315.12             |
|              | SONITROL             |                                      | CITY HALL                  | 361.92             |
|              | SONITROL             |                                      | WASTE WATER TREATMENT      | 576.04             |
| 137065       | SOUND PUBLISHING     | ADVERTISING                          | OPERA HOUSE                | 540.00             |
| 137066       | SOUND SAFETY         | GLOVES                               | DETENTION & CORRECTION     | 748.38             |
| 137067       | SPECIALIZED ARMAMENT | REPAIR FIREARMS                      | GENERAL FUND               | -39.99             |
|              | SPECIALIZED ARMAMENT |                                      | POLICE PATROL              | 469.99             |
| 137068       | SPRINGBROOK NURSERY  | PALLET REMOVAL AND DISPOSAL          | WATER DIST MAINS           | 1,000.00           |
|              | SPRINGBROOK NURSERY  |                                      | WASTE WATER TREATMENT      | 1,000.00           |
|              | SPRINGBROOK NURSERY  |                                      | SOLID WASTE OPERATIONS     | 2,000.00           |
| 137069       | STANWOOD REDI-MIX    | CONCRETE                             | WATER DIST MAINS           | 1,124.70           |
| 137070       | STAPLES              | OFFICE SUPPLIES                      | MUNICIPAL COURTS           | 59.25              |
| 137071       | STATE PATROL         | FINGERPRINT ID SERVICES              | GENERAL FUND               | 145.75             |
| 137072       | STEPHENS, SEAN       | UB REFUND                            | WATER/SEWER OPERATION      | 312.55             |
| 137073       | STEVENS, MICHAEL A.  | REIMBURSE CONFERENCE EXPENSE         | CITY COUNCIL               | 718.34             |
| 137074       | SUMMIT LAW GROUP     | LABOR BARGAINING                     | PERSONNEL ADMINISTRATION   | 165.00             |
| 137075       | SUN BADGE CO         | BADGES                               | GENERAL FUND               | -165.68            |
|              | SUN BADGE CO         |                                      | GENERAL FUND               | -25.58             |
|              | SUN BADGE CO         |                                      | POLICE ADMINISTRATION      | 300.58             |
|              | SUN BADGE CO         |                                      | OFFICE OPERATIONS          | 437.20             |
|              | SUN BADGE CO         |                                      | POLICE ADMINISTRATION      | 1,509.96           |
| 137076       | SWANK MOTION PICTURE | HOW THE GRINCH STOLE CHRISTMAS MOVIE | OPERA HOUSE                | 155.00             |
| 137077       | SWITCH ELECTRIC LLC  | REFUND ELEC PERMIT FEES              | COMMUNITY DEVELOPMENT      | 50.00              |
| 137078       | SYNAPTEC SOFTWARE    | LAWBASE ANNUAL RENEWAL               | PROBATION                  | 940.00             |
| 137079       | TACOMA SCREW PRODUCT | HARDWARE                             | EQUIPMENT RENTAL           | 2.38               |
|              | TACOMA SCREW PRODUCT |                                      | EQUIPMENT RENTAL           | 83.29              |
| 137080       | TAYLOR, CHRIS        | REIMBURSE LIGHT PURCHASE             | GOLF ADMINISTRATION        | 14.21              |
| 137081       | TAYLOR, LEVI W       | UB REFUND                            | WATER/SEWER OPERATION      | 24.34              |
| 137082       | THIBAUT, MICHAEL     |                                      | WATER/SEWER OPERATION      | 295.61             |
| 137083       | TOWNE, LESLIE        | REFUND CLASS FEES                    | PARKS-RECREATION           | 70.00              |
|              | TOWNE, LESLIE        |                                      | PARKS-RECREATION           | 70.00              |
|              | TOWNE, LESLIE        |                                      | PARKS-RECREATION           | 70.00              |
| 137084       | TOYER, ROB           | REIMBURSE CONFERENCE EXPENSE         | CITY COUNCIL               | 1,198.32           |
| 137085       | TRANSPORTATION, DEPT | PROJECT COSTS                        | ARTERIAL STREET-GENL       | 252.32             |
|              | TRANSPORTATION, DEPT |                                      | GMA-PARKS                  | 1,072.29           |
| 137086       | UNITED PARCEL SERVIC | SHIPPING EXPENSE                     | POLICE PATROL              | 770.14             |
| 137087       | UNITED RECYCLING     | DEBRIS REMOVAL                       | CAPITAL EXPENDITURES       | 5,120.86           |
| 137088       | UTILITIES UNDERGROUN | EXCAVATION NOTIFICATIONS             | UTILITY LOCATING           | 774.62             |
| 137089       | VANDERWALKER, M      | REIMBURSE MILEAGE                    | POLICE ADMINISTRATION      | 67.63              |
| 137090       | VEOLIA WATER TECHNOL | MOBILE UNIT RENTALS                  | SEWER CAPITAL PROJECTS     | 27,149.03          |
| 137091       | WAVEDIVISION HOLDING | I-NET LEASE/INTERNET SERVICES        | WATER QUAL TREATMENT       | 111.20             |
|              | WAVEDIVISION HOLDING |                                      | CENTRAL SERVICES           | 513.24             |
|              | WAVEDIVISION HOLDING |                                      | COMPUTER SERVICES          | 833.34             |
| 137092       | WAXIE SANITARY SUPPL | JANITORIAL SUPPLIES                  | PARK & RECREATION FAC      | 899.43             |

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/12/2019 TO 12/18/2019**

| <u>CHK #</u> | <u>VENDOR</u>       | <u>ITEM DESCRIPTION</u>                 | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|---------------------|---|----------------------------|--------------------|
| 137093       | WEST PAYMENT CENTER | WEST INFORMATION CHARGES                | POLICE INVESTIGATION       | 342.93             |
|              | WEST PAYMENT CENTER |   | LEGAL-GENL                 | 384.73             |
|              | WEST PAYMENT CENTER |   | LEGAL - PROSECUTION        | 384.73             |
| 137094       | WESTERN PACIFIC SIG | ENCOM RADIO IMPROVEMENT SUPPLIES        | TRANSPORTATION             | 11,942.64          |
| 137095       | WESTERN SYSTEMS     | BEARINGS, TUBE AND LIFT ARM             | EQUIPMENT RENTAL           | 1,339.44           |
| 137096       | WHITE CAP CONSTRUCT | SNAP HANDLES, KNIVES, CLEANING SUPPLIES | SEWER LIFT STATION         | 328.96             |
| 137097       | WOLCOTT, HOWARD     | UB REFUND                               | WATER/SEWER OPERATION      | 39.06              |
| 137098       | WSP USA INC         | GROVE STREET OVERCROSSING PROJECT       | GMA - STREET               | 9,207.05           |
|              | WSP USA INC         | FIRST STREET BYPASS PROJECT             | GMA - STREET               | 30,996.93          |
| 137099       | YAKIMA COUNTY DOC   | INMATE HOUSING-NOV 2019                 | DETENTION & CORRECTION     | 12,504.23          |

**WARRANT TOTAL: 530,341.80**

CHECK #135214      CHECK LOST      (425.00)

REASON FOR VOIDS:  
 INITIATOR ERROR  
 CHECK LOST/DAMAGED  
 UNCLAIMED PROPERTY

**529,916.80**

# *Index #7*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 13, 2020**

|   |                 |     |
|---|-----------------|-----|
| AGENDA ITEM:<br>Payroll                         | AGENDA SECTION: |     |
| PREPARED BY:<br>Sandy Langdon, Finance Director | AGENDA NUMBER:  |     |
| ATTACHMENTS:                                    | APPROVED BY:    |     |
|   | MAYOR           | CAO |
| BUDGET CODE:                                    | AMOUNT:         |     |

|  |
|--|
| <p><b>RECOMMENDED ACTION:</b><br/>The Finance and Executive Departments recommend City Council approve the December 20, 2019 payroll in the amount \$1,784,506.10, paid by EFT Transactions and Check No.'s 32822 through 32853.</p> |
| <p><b>COUNCIL ACTION:</b></p>  |

# *Index #8*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 13, 2020**

|   |                 |     |
|---|-----------------|-----|
| AGENDA ITEM:<br>Claims                          | AGENDA SECTION: |     |
| PREPARED BY:<br>Sandy Langdon, Finance Director | AGENDA NUMBER:  |     |
| ATTACHMENTS:<br>Claims Listings                 | APPROVED BY:    |     |
|   | MAYOR           | CAO |
| BUDGET CODE:                                    | AMOUNT:         |     |

Please see attached.

**RECOMMENDED ACTION:**

**The Finance and Executive Departments recommend City Council approve the December 25, 2019 claims in the amount of \$829,316.75 paid by EFT transactions and Check No.'s 137100 through 137248 with no Check No. voided.**

**COUNCIL ACTION:**



BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-12**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$829,316.75 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 137100 THROUGH 137248 WITH NO CHECK NO. VOIDED.** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER DATE

\_\_\_\_\_  
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **13<sup>th</sup> DAY OF JANUARY 2020.**

\_\_\_\_\_  
COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/19/2019 TO 12/25/2019**

| <u>CHK #</u> | <u>VENDOR</u>        | <u>ITEM DESCRIPTION</u>           | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|-----------------------------------|----------------------------|--------------------|
| 137100       | FIRST AMERICAN TITLE | ROW ACQUISITION-9920 STATE AVE    | GMA - STREET               | 9,217.30           |
| 137101       | FRENCH, DANIEL       | TOWING REIMBURSEMENT              | POLICE PATROL              | 929.05             |
| 137102       | REVENUE, DEPT OF     | TAXES-NOVEMBER 2019               | WATER/SEWER OPERATION      | 0.58               |
|              | REVENUE, DEPT OF     |                                   | POLICE ADMINISTRATION      | 31.76              |
|              | REVENUE, DEPT OF     |                                   | RECREATION SERVICES        | 107.40             |
|              | REVENUE, DEPT OF     |                                   | GENERAL FUND               | 158.26             |
|              | REVENUE, DEPT OF     |                                   | GOLF ADMINISTRATION        | 206.51             |
|              | REVENUE, DEPT OF     |                                   | GARBAGE                    | 603.80             |
|              | REVENUE, DEPT OF     |                                   | GOLF COURSE                | 4,081.78           |
|              | REVENUE, DEPT OF     |                                   | STORM DRAINAGE             | 5,389.70           |
|              | REVENUE, DEPT OF     |                                   | SOLID WASTE OPERATIONS     | 22,446.23          |
|              | REVENUE, DEPT OF     |                                   | UTIL ADMIN                 | 61,658.95          |
| 137103       | ALFYS PIZZA          | BASKETBALL DRAFT EXPENSE          | RECREATION SERVICES        | 78.73              |
| 137104       | ALL BATTERY SALES &  | BATTERY PACKS                     | ER&R                       | 103.56             |
| 137105       | ALTISOURCE SINGLE FA | UB REFUND                         | WATER/SEWER OPERATION      | 234.29             |
| 137106       | BALLARD, MARK & CIND | UB REFUND                         | WATER/SEWER OPERATION      | 137.82             |
| 137107       | BALLARD, MARK & CIND | UB REFUND                         | WATER/SEWER OPERATION      | 400.92             |
| 137108       | BANK OF AMERICA      | WEB SERVICES                      | COMPUTER SERVICES          | 0.89               |
| 137109       | BANK OF AMERICA      | EMBEDDED SOCIAL WORKER PROGRAM    | EMBEDDED SOCIAL WORKER     | 59.76              |
| 137110       | BANK OF AMERICA      | STORAGE BOXES                     | POLICE PATROL              | 81.98              |
| 137111       | BANK OF AMERICA      | KEYS/PARKING                      | EXECUTIVE ADMIN            | 18.00              |
|              | BANK OF AMERICA      |                                   | EXECUTIVE ADMIN            | 110.00             |
| 137112       | BANK OF AMERICA      | REGISTRATION/MEALS                | POLICE ADMINISTRATION      | 29.66              |
|              | BANK OF AMERICA      |                                   | POLICE TRAINING-FIREARMS   | 199.00             |
| 137113       | BANK OF AMERICA      | VWTP PILOT STUDY SUPPLIES         | SEWER CAPITAL PROJECTS     | 250.30             |
| 137114       | BANK OF AMERICA      | REGISTRATION/SUPPLIES             | EXECUTIVE ADMIN            | 402.79             |
| 137115       | BANK OF AMERICA      | DUES/WELLNESS EXPENSE             | PERSONNEL ADMINISTRATION   | 199.00             |
|              | BANK OF AMERICA      |                                   | PERSONNEL ADMINISTRATION   | 225.84             |
| 137116       | BANK OF AMERICA      | STAND UP WORK STATION             | LEGAL - PROSECUTION        | 754.17             |
| 137117       | BANK OF AMERICA      | UNIFORM/HEADSET/TRAINING EXP      | POLICE INVESTIGATION       | 56.16              |
|              | BANK OF AMERICA      |                                   | POLICE TRAINING-FIREARMS   | 190.00             |
|              | BANK OF AMERICA      |                                   | OFFICE OPERATIONS          | 213.03             |
|              | BANK OF AMERICA      |                                   | POLICE PATROL              | 258.55             |
|              | BANK OF AMERICA      |                                   | POLICE PATROL              | 445.67             |
| 137118       | BANK OF AMERICA      | CONFERENCE/TRAINING/RENEWALS      | TRAINING                   | -170.00            |
|              | BANK OF AMERICA      |                                   | UTIL ADMIN                 | 83.90              |
|              | BANK OF AMERICA      |                                   | COMMUNITY                  | 84.00              |
|              | BANK OF AMERICA      |                                   | TRAINING                   | 217.04             |
|              | BANK OF AMERICA      |                                   | UTIL ADMIN                 | 434.08             |
|              | BANK OF AMERICA      |                                   | UTIL ADMIN                 | 1,134.00           |
| 137119       | BANK OF AMERICA      | REGISTRATION/LODGING/INMATE EXP   | GENERAL FUND               | -79.63             |
|              | BANK OF AMERICA      |                                   | DETENTION & CORRECTION     | 263.90             |
|              | BANK OF AMERICA      |                                   | OFFICE OPERATIONS          | 263.90             |
|              | BANK OF AMERICA      |                                   | POLICE TRAINING-FIREARMS   | 450.00             |
|              | BANK OF AMERICA      |                                   | DETENTION & CORRECTION     | 935.87             |
| 137120       | BANK OF AMERICA      | LIGHTS AND CANDY CANES            | COMMUNITY EVENTS           | 145.90             |
|              | BANK OF AMERICA      |                                   | OPERA HOUSE                | 278.97             |
|              | BANK OF AMERICA      |                                   | PARK & RECREATION FAC      | 1,765.17           |
| 137121       | BANK OF AMERICA      | BATTERIES/SANTA SUIT/ADVERTISING  | GENERAL FUND               | -22.97             |
|              | BANK OF AMERICA      |                                   | OPERA HOUSE                | 129.15             |
|              | BANK OF AMERICA      |                                   | COMMUNITY EVENTS           | 269.91             |
|              | BANK OF AMERICA      |                                   | OPERA HOUSE                | 434.97             |
|              | BANK OF AMERICA      |                                   | PARK & RECREATION FAC      | 622.13             |
|              | BANK OF AMERICA      |                                   | GOLF ADMINISTRATION        | 4,898.00           |
| 137122       | BANK OF AMERICA      | CONFERENCE EXPENSE/ADVANTAGE PLAN | PERSONNEL ADMINISTRATION   | 209.85             |
|              | BANK OF AMERICA      |                                   | PERSONNEL ADMINISTRATION   | 368.25             |

**CITY OF MARYSVILLE  
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**FOR INVOICES FROM 12/19/2019 TO 12/25/2019**

| <u>CHK #</u> | <u>VENDOR</u>        | <u>ITEM DESCRIPTION</u>           | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|-----------------------------------|----------------------------|--------------------|
| 137122       | BANK OF AMERICA      | CONFERENCE EXPENSE/ADVANTAGE PLAN | EXECUTIVE ADMIN            | 702.29             |
|              | BANK OF AMERICA      |                                   | EXECUTIVE ADMIN            | 1,599.86           |
|              | BANK OF AMERICA      |                                   | CITY COUNCIL               | 3,877.87           |
|              | BANK OF AMERICA      |                                   | CITY COUNCIL               | 4,095.00           |
| 137123       | BILLING DOCUMENT SPE | TRANSACTION FEES                  | UTILITY BILLING            | 2,262.32           |
|              | BILLING DOCUMENT SPE | BILL PRINTING SERVICE             | UTILITY BILLING            | 4,484.72           |
| 137124       | BJORKLUND, BRUCE     | UB REFUND                         | WATER/SEWER OPERATION      | 97.01              |
| 137125       | BRAKE AND CLUTCH     | BRAKE DRUMS                       | EQUIPMENT RENTAL           | 763.66             |
| 137126       | BRAUN, DONALD        | UB REFUND                         | GARBAGE                    | 201.24             |
| 137127       | BURLINGAME, GARY     | RECITAL DVDS                      | RECREATION SERVICES        | 54.65              |
|              | BURLINGAME, GARY     |                                   | RECREATION SERVICES        | 65.58              |
|              | BURLINGAME, GARY     |                                   | RECREATION SERVICES        | 76.51              |
|              | BURLINGAME, GARY     |                                   | RECREATION SERVICES        | 98.37              |
| 137128       | C M HEATING          | RENTAL DEPOSIT REFUND             | GENERAL FUND               | 500.00             |
| 137129       | CASCADE COLUMBIA     | ALUMINUM CHLORIDE                 | WASTE WATER TREATMENT      | 12,572.04          |
|              | CASCADE COLUMBIA     |                                   | WASTE WATER TREATMENT      | 13,261.94          |
|              | CASCADE COLUMBIA     |                                   | WASTE WATER TREATMENT      | 13,411.42          |
| 137130       | CCG SYSTEMS INC      | ANNUAL UPGRADE AND SUPPORT        | EQUIPMENT RENTAL           | 10,669.19          |
| 137131       | CCTV CAMERA PROS     | SECURITY CAMERA                   | INFORMATION SERVICES       | -11.16             |
|              | CCTV CAMERA PROS     |                                   | IS REPLACEMENT ACCOUNTS    | 131.15             |
| 137132       | CENTRAL WELDING SUPP | WYPALL WIPES AND GLOVES           | ER&R                       | 1,139.91           |
| 137133       | CHAIREZ, LETICIA     | RENTAL DEPOSIT REFUND             | GENERAL FUND               | 500.00             |
| 137134       | COMCAST              | CABLE SERVICE-KBCC                | COMMUNITY CENTER           | 46.00              |
| 137135       | COMMERCIAL FIRE      | FIRE EXT SERVICE                  | ER&R                       | 356.98             |
| 137136       | COOP SUPPLY          | STRAW BALES                       | PARK & RECREATION FAC      | 42.59              |
|              | COOP SUPPLY          | K-9 SUPPLIES                      | K9 PROGRAM                 | 80.84              |
|              | COOP SUPPLY          | K-9 FOOD AND SUPPLIES             | K9 PROGRAM                 | 611.99             |
| 137137       | CORE & MAIN LP       | GREASE                            | WATER SERVICE INSTALL      | 41.16              |
|              | CORE & MAIN LP       | METER BOX LIDS AND BODIES         | WATER SERVICE INSTALL      | 473.70             |
| 137138       | CORRECTIONS, DEPT OF | INMATE MEALS                      | DETENTION & CORRECTION     | 18.02              |
|              | CORRECTIONS, DEPT OF |                                   | DETENTION & CORRECTION     | 165.00             |
|              | CORRECTIONS, DEPT OF |                                   | DETENTION & CORRECTION     | 4,228.76           |
| 137139       | CRISTIANO'S          | FAREWELL DINNER FOR TOYER         | CITY COUNCIL               | 195.92             |
| 137140       | CUMMINS NORTHWEST    | MANIFOLD AND GASKETS CREDIT       | EQUIPMENT RENTAL           | -323.68            |
|              | CUMMINS NORTHWEST    |                                   | EQUIPMENT RENTAL           | -306.93            |
|              | CUMMINS NORTHWEST    |                                   | EQUIPMENT RENTAL           | -305.53            |
|              | CUMMINS NORTHWEST    |                                   | EQUIPMENT RENTAL           | -1.40              |
|              | CUMMINS NORTHWEST    | STUD                              | EQUIPMENT RENTAL           | 1.40               |
|              | CUMMINS NORTHWEST    | MANIFOLD AND GASKETS              | EQUIPMENT RENTAL           | 305.53             |
|              | CUMMINS NORTHWEST    |                                   | EQUIPMENT RENTAL           | 306.93             |
|              | CUMMINS NORTHWEST    |                                   | EQUIPMENT RENTAL           | 322.21             |
|              | CUMMINS NORTHWEST    |                                   | EQUIPMENT RENTAL           | 323.68             |
| 137141       | DAVIDSON, BRUCE      | UB REFUND                         | WATER/SEWER OPERATION      | 75.31              |
| 137142       | DAVIS DOOR           | SHOP DOOR REPAIR                  | MAINT OF GENL PLANT        | 2,712.38           |
| 137143       | DELL                 | MDC'S AND MONITORS                | RECREATION SERVICES        | 129.99             |
|              | DELL                 | PC AND MONITOR                    | WATER DIST MAINS           | 1,247.13           |
|              | DELL                 | MDC'S AND MONITORS                | IS REPLACEMENT ACCOUNTS    | 13,237.13          |
| 137144       | DEMAREST, STEVE      | UB REFUND                         | WATER/SEWER OPERATION      | 21.08              |
| 137145       | DICKS TOWING         | TOWING EXPENSE                    | POLICE PATROL              | 71.74              |
|              | DICKS TOWING         |                                   | POLICE PATROL              | 71.74              |
|              | DICKS TOWING         |                                   | POLICE PATROL              | 71.74              |
|              | DICKS TOWING         |                                   | POLICE PATROL              | 71.74              |
|              | DICKS TOWING         |                                   | POLICE PATROL              | 71.74              |
|              | DICKS TOWING         |                                   | POLICE PATROL              | 71.74              |
| 137146       | DUNLAP INDUSTRIAL    | PORTABAND W/BLADES AND SAWSALL    | SEWER LIFT STATION         | 335.12             |
|              | DUNLAP INDUSTRIAL    |                                   | STORM DRAINAGE             | 335.12             |



**CITY OF MARYSVILLE  
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|--------------|-----------------------|-------------------------------------|----------------------------|--------------------|
| 137166       | HD FOWLER COMPANY     | SADDLES                             | WATER SERVICE INSTALL      | 600.91             |
| 137167       | HENNIG, JEANINE TULL  | INSTRUCTOR SERVICES                 | RECREATION SERVICES        | 10.00              |
|              | HENNIG, JEANINE TULL  |                                     | RECREATION SERVICES        | 30.00              |
|              | HENNIG, JEANINE TULL  |                                     | RECREATION SERVICES        | 39.60              |
|              | HENNIG, JEANINE TULL  |                                     | RECREATION SERVICES        | 52.80              |
|              | HENNIG, JEANINE TULL  |                                     | RECREATION SERVICES        | 57.00              |
|              | HENNIG, JEANINE TULL  |                                     | RECREATION SERVICES        | 60.00              |
|              | HENNIG, JEANINE TULL  |                                     | RECREATION SERVICES        | 99.00              |
|              | HENNIG, JEANINE TULL  |                                     | RECREATION SERVICES        | 125.40             |
|              | HENNIG, JEANINE TULL  |                                     | RECREATION SERVICES        | 132.00             |
| 137168       | HERC RENTALS INC      | EXCAVATOR RENTAL                    | CAPITAL EXPENDITURES       | 3,364.25           |
| 137169       | HOOD, ERIC            | SETTLEMENT #19-2-09502-31           | NON-DEPARTMENTAL           | 13,000.00          |
| 137170       | INGRAHAM, GERRIE P    | INSTRUCTOR SERVICES                 | RECREATION SERVICES        | 117.00             |
|              | INGRAHAM, GERRIE P    |                                     | RECREATION SERVICES        | 156.00             |
| 137171       | JOHNSON, AARON        |                                     | RECREATION SERVICES        | 288.00             |
|              | JOHNSON, AARON        |                                     | RECREATION SERVICES        | 324.00             |
|              | JOHNSON, AARON        |                                     | RECREATION SERVICES        | 360.00             |
| 137172       | KAISER PERMANENTE     | DOT PHYSICALS                       | GENERAL                    | 125.00             |
|              | KAISER PERMANENTE     |                                     | PERSONNEL ADMINISTRATION   | 156.00             |
|              | KAISER PERMANENTE     |                                     | EQUIPMENT RENTAL           | 250.00             |
|              | KAISER PERMANENTE     |                                     | UTIL ADMIN                 | 250.00             |
| 137173       | KINGSFORD, ANDREA     | REIMBURSE OH/SPECIAL EVENT SUPPLIES | OPERA HOUSE                | 90.56              |
|              | KINGSFORD, ANDREA     |                                     | COMMUNITY EVENTS           | 140.48             |
| 137174       | KLEPPER, ALAN & JOAN  | UB REFUND                           | WATER/SEWER OPERATION      | 33.00              |
| 137175       | LAB/COR, INC.         | LAB ANALYSIS                        | STORM DRAINAGE             | 288.00             |
| 137176       | LAKE STEVENS SCHOOL   | MITIGATION FEES-NOV 2019            | SCHOOL MIT FEES            | 209,204.00         |
| 137177       | LAKESWOOD SCHOOL DIST |                                     | SCHOOL MIT FEES            | 3,388.00           |
| 137178       | LAMOUREUX, JANIS      | REIMBURSE MEETING SUPPLY EXPENSE    | COMMUNITY                  | 323.73             |
| 137179       | LASTING IMPRESSIONS   | UNIFORM-BOGGS                       | DETENTION & CORRECTION     | 89.41              |
|              | LASTING IMPRESSIONS   | HATS W/LOGO                         | ER&R                       | 1,051.90           |
| 137180       | LEE, KIRSTEN & DUSTI  | UB REFUND                           | GARBAGE                    | 150.00             |
| 137181       | LES SCHWAB TIRE CTR   | TIRES                               | ER&R                       | 1,012.99           |
| 137182       | LGI HOMES             | UB REFUND                           | WATER/SEWER OPERATION      | 25.00              |
| 137183       | LGI HOMES             | UB REFUND                           | WATER/SEWER OPERATION      | 130.10             |
| 137184       | LIVINGSTON, MARTIN F  | UB REFUND                           | WATER/SEWER OPERATION      | 26.25              |
| 137185       | LOWES HIW INC         | VINYL PARTS                         | WATER RESERVOIRS           | 80.12              |
|              | LOWES HIW INC         | HINGES AND BULBS                    | PARK & RECREATION FAC      | 474.43             |
| 137186       | MARSHALL, ALISA       | REFUND CLASS FEES                   | PARKS-RECREATION           | 109.00             |
| 137187       | MARYSVILLE AWARDS     | AWARD                               | CITY COUNCIL               | 97.71              |
|              | MARYSVILLE AWARDS     | ORNAMENTS                           | COMMUNITY EVENTS           | 118.66             |
| 137188       | MARYSVILLE PRINTING   | BUSINESS CARDS                      | POLICE PATROL              | 61.70              |
|              | MARYSVILLE PRINTING   |                                     | STORM DRAINAGE             | 133.81             |
| 137189       | MARYSVILLE, CITY OF   | UTILITY SERVICE-1635 GROVE ST       | PUBLIC SAFETY BLDG         | 2,881.87           |
| 137190       | MCFARLAND, NORMAN &   | UB REFUND                           | WATER/SEWER OPERATION      | 210.31             |
| 137191       | MECHANICAL RESOURCE   | PIPE INSULATION                     | WASTE WATER TREATMENT      | 10,268.73          |
| 137192       | METCALF, SHELLEY      | INSTRUCTOR SERVICES                 | RECREATION SERVICES        | 1,487.16           |
|              | METCALF, SHELLEY      |                                     | RECREATION SERVICES        | 1,487.16           |
|              | METCALF, SHELLEY      |                                     | RECREATION SERVICES        | 1,495.08           |
| 137193       | MOTOR TRUCKS          | FILTERS                             | ER&R                       | 292.27             |
| 137194       | NATIONAL BARRICADE    | SIGNS                               | TRANSPORTATION             | 435.78             |
| 137195       | NATIONAL WASTE        | MEMBERSHIP RENEWAL-MYERS            | SOLID WASTE OPERATIONS     | 160.00             |
| 137196       | NORTH CENTRAL LABORA  | VVWTP SUPPLIES                      | WATER/SEWER OPERATION      | -26.10             |
|              | NORTH CENTRAL LABORA  |                                     | WASTE WATER TREATMENT      | 306.79             |
| 137197       | NORTH SOUND HOSE      | CLAMPS                              | WASTE WATER TREATMENT      | 23.98              |
|              | NORTH SOUND HOSE      | HOSE AND FITTINGS                   | WASTE WATER TREATMENT      | 186.43             |
| 137198       | NORTHWEST CORROSION   | TESTING FEES                        | WATER SUPPLY MAINS         | 2,900.00           |

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/19/2019 TO 12/25/2019**

| <u>CHK #</u> | <u>VENDOR</u>        | <u>ITEM DESCRIPTION</u>   | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|---------------------------|----------------------------|--------------------|
| 137198       | NORTHWEST CORROSION  | TESTING FEES              | WATER SUPPLY MAINS         | 3,519.90           |
| 137199       | OFFICE DEPOT         | SUPPLY CREDIT             | ENGR-GENL                  | -18.35             |
|              | OFFICE DEPOT         | OFFICE SUPPLIES           | ENGR-GENL                  | 16.82              |
|              | OFFICE DEPOT         |                           | ENGR-GENL                  | 18.35              |
|              | OFFICE DEPOT         |                           | ENGR-GENL                  | 23.13              |
|              | OFFICE DEPOT         |                           | UTILADMIN                  | 72.19              |
| 137200       | OLASON, MONICA       | INSTRUCTOR SERVICES       | RECREATION SERVICES        | 396.00             |
|              | OLASON, MONICA       |                           | RECREATION SERVICES        | 555.00             |
|              | OLASON, MONICA       |                           | RECREATION SERVICES        | 1,599.00           |
| 137201       | OWEN EQUIPMENT       | DIAGNOSE AND REPAIR #H008 | EQUIPMENT RENTAL           | 26,493.01          |
| 137202       | PACIFIC POWER BATTER | BATTERY                   | SEWER LIFT STATION         | 18.01              |
|              | PACIFIC POWER BATTER | BATTERY CHARGER           | METER READING              | 125.07             |
| 137203       | PARTS STORE, THE     | FILTERS                   | ER&R                       | 177.70             |
|              | PARTS STORE, THE     | FILTERS AND SPRAY         | ER&R                       | 222.73             |
|              | PARTS STORE, THE     | FILTERS                   | ER&R                       | 332.83             |
|              | PARTS STORE, THE     | BEARINGS                  | PARK & RECREATION FAC      | 621.26             |
| 137204       | PAVEMENT MARKINGS    | CENTERLINE REPLACEMENT    | ROADWAY MAINTENANCE        | 925.00             |
| 137205       | PETTY CASH-COMM DEV  | SHIPPING EXPENSE          | COMMUNITY                  | 11.50              |
| 137206       | PGC INTERBAY LLC     | PROFESSIONAL SERVICES     | PRO-SHOP                   | 28.91              |
|              | PGC INTERBAY LLC     |                           | PRO-SHOP                   | 69.00              |
|              | PGC INTERBAY LLC     |                           | MAINTENANCE                | 226.93             |
|              | PGC INTERBAY LLC     |                           | MAINTENANCE                | 562.35             |
|              | PGC INTERBAY LLC     |                           | PRO-SHOP                   | 647.20             |
|              | PGC INTERBAY LLC     |                           | MAINTENANCE                | 843.73             |
|              | PGC INTERBAY LLC     |                           | PRO-SHOP                   | 877.35             |
|              | PGC INTERBAY LLC     |                           | PRO-SHOP                   | 892.17             |
|              | PGC INTERBAY LLC     |                           | MAINTENANCE                | 1,141.43           |
|              | PGC INTERBAY LLC     |                           | PRO-SHOP                   | 1,212.50           |
|              | PGC INTERBAY LLC     |                           | MAINTENANCE                | 2,035.59           |
|              | PGC INTERBAY LLC     |                           | PRO-SHOP                   | 4,216.32           |
|              | PGC INTERBAY LLC     |                           | GOLF COURSE                | 5,367.77           |
| 137207       | PLATT ELECTRIC       | MISC TOOLS                | PUMPING PLANT              | 474.95             |
|              | PLATT ELECTRIC       |                           | SEWER LIFT STATION         | 474.95             |
|              | PLATT ELECTRIC       |                           | STORM DRAINAGE             | 474.95             |
| 137208       | POTTERY NOOK, THE    | INSTRUCTOR SERVICES       | RECREATION SERVICES        | 57.60              |
|              | POTTERY NOOK, THE    |                           | RECREATION SERVICES        | 90.00              |
|              | POTTERY NOOK, THE    |                           | RECREATION SERVICES        | 93.60              |
| 137209       | PROVIDENCE EVERETT M | INMATE MEDICAL CARE       | DETENTION & CORRECTION     | 212.00             |
|              | PROVIDENCE EVERETT M |                           | DETENTION & CORRECTION     | 1,278.75           |
| 137210       | PUBLIC SAFETY TESTIN | TESTING FEES              | POLICE ADMINISTRATION      | 940.00             |
| 137211       | PUD                  | ACCT #202461026           | MAINT OF GENL PLANT        | 18.71              |
|              | PUD                  | ACCT #202011813           | PUMPING PLANT              | 20.84              |
|              | PUD                  | ACCT #200973956           | SEWER LIFT STATION         | 22.60              |
|              | PUD                  | ACCT #200501617           | TRANSPORTATION             | 30.49              |
|              | PUD                  | ACCT #200448801           | TRANSPORTATION             | 51.92              |
|              | PUD                  | ACCT #203500020           | STREET LIGHTING            | 59.72              |
|              | PUD                  | ACCT #202303301           | SEWER LIFT STATION         | 75.95              |
|              | PUD                  | ACCT #221115934           | MAINT OF GENL PLANT        | 88.76              |
|              | PUD                  | ACCT #220681340           | STORM DRAINAGE             | 90.08              |
|              | PUD                  | ACCT #201628880           | WASTE WATER TREATMENT      | 146.56             |
|              | PUD                  | ACCT #201225067           | PARK & RECREATION FAC      | 225.09             |
|              | PUD                  | ACCT #203291216           | GENERAL                    | 259.91             |
|              | PUD                  | ACCT #201675634           | WASTE WATER TREATMENT      | 433.88             |
|              | PUD                  | ACCT #202177333           | MAINT OF GENL PLANT        | 810.15             |
|              | PUD                  | ACCT #201587284           | WASTE WATER TREATMENT      | 881.89             |
|              | PUD                  | ACCT #200021871           | COURT FACILITIES           | 1,373.24           |

**CITY OF MARYSVILLE  
 INVOICE LIST**

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|--------------|----------------------|--------------------------------------|----------------------------|--------------------|
| 137211       | PUD                  | ACCT #201617479                      | CITY HALL                  | 1,441.59           |
|              | PUD                  | ACCT #201639689                      | MAINT OF GENL PLANT        | 1,584.06           |
| 137212       | PURSEL, STEVE        | UB REFUND                            | WATER/SEWER OPERATION      | 103.96             |
| 137213       | RAHMAN, CAMERON      |                                      | WATER/SEWER OPERATION      | 204.34             |
| 137214       | RAVE WIRELESS INC    | RAVE ANNUAL RENEWALS                 | EXECUTIVE ADMIN            | 11,476.50          |
| 137215       | RAY, SUE             | UB REFUND                            | WATER/SEWER OPERATION      | 172.13             |
| 137216       | REHM, KARL & MARIAN  |                                      | WATER/SEWER OPERATION      | 206.04             |
| 137217       | SALINAS SAWING       | ASPHALT DEMO                         | WATER DIST MAINS           | 424.63             |
| 137218       | SCARSELLA BROS       | 1ST STREET STORMWATER REPAIRS        | WATER/SEWER OPERATION      | -1,374.82          |
|              | SCARSELLA BROS       |                                      | STORM DRAINAGE             | 30,053.50          |
| 137219       | SCHOOL OUTFITTERS    | PORTABLE PARTITION                   | BAXTER CENTER APPRE        | 2,664.31           |
| 137220       | SCIENTIFIC SUPPLY    | PETRI DISHES, FILTER AND PAPER       | WASTE WATER TREATMENT      | 328.12             |
|              | SCIENTIFIC SUPPLY    | TUBING                               | SEWER PRETREATMENT         | 546.37             |
| 137221       | SHRED-IT US          | MONTHLY SHREDDING SERVICES           | PERSONNEL ADMINISTRATION   | 4.56               |
| 137222       | SINRUD, DAVE         | REFUND CLASS FEES                    | PARKS-RECREATION           | 70.00              |
| 137223       | SKILLPATH SEMINARS   | TRAINING-COLVIN                      | UTIL ADMIN                 | 199.00             |
| 137224       | SMITH GARDENS        | RENTAL DEPOSIT REFUND                | GENERAL FUND               | 250.00             |
| 137225       | SNO CO AUDITOR       | WATER RIGHT CERT RECORDING FEES      | SOURCE OF SUPPLY           | 107.50             |
| 137226       | SNO CO FINANCE       | RADIATOR AND CONTROL ARM ASSEMBLIES  | ER&R                       | 598.01             |
|              | SNO CO FINANCE       |                                      | EQUIPMENT RENTAL           | 1,081.16           |
| 137227       | SNO CO PUBLIC WORKS  | SOLID WASTE CHARGES                  | SOLID WASTE OPERATIONS     | 152,756.00         |
| 137228       | SOUND PUBLISHING     | LEGAL ADS                            | CITY CLERK                 | 636.96             |
| 137229       | SOUND SAFETY         | BOOTS-PEASLEE                        | UTIL ADMIN                 | 81.02              |
|              | SOUND SAFETY         |                                      | UTIL ADMIN                 | 81.03              |
|              | SOUND SAFETY         | JEANS/BOOTS/GLOVES-PEASLEE           | UTIL ADMIN                 | 160.06             |
|              | SOUND SAFETY         |                                      | UTIL ADMIN                 | 160.06             |
|              | SOUND SAFETY         | BOOTS AND RUBBER BOOTS-BALBIANI      | STORM DRAINAGE             | 432.58             |
| 137230       | STANTEC CONSULTING   | CONSULTING-CEDAR FIELD LIGHTING      | PARK & RECREATION FAC      | 740.00             |
| 137231       | STAPLES              | OFFICE SUPPLIES                      | PARK & RECREATION FAC      | 12.56              |
|              | STAPLES              |                                      | PARK & RECREATION FAC      | 27.16              |
|              | STAPLES              |                                      | PERSONNEL ADMINISTRATION   | 48.91              |
|              | STAPLES              |                                      | PARK & RECREATION FAC      | 114.51             |
|              | STAPLES              |                                      | PERSONNEL ADMINISTRATION   | 122.69             |
|              | STAPLES              |                                      | EXECUTIVE ADMIN            | 502.34             |
| 137232       | STONEWAY ELECTRIC    | ELECTRICAL PARTS                     | SEWER MAIN COLLECTION      | 164.23             |
|              | STONEWAY ELECTRIC    | TOOL BAGS, SAFETY GLASSES AND DRIVER | PUMPING PLANT              | 174.26             |
|              | STONEWAY ELECTRIC    |                                      | SEWER LIFT STATION         | 174.26             |
|              | STONEWAY ELECTRIC    |                                      | STORM DRAINAGE             | 174.26             |
|              | STONEWAY ELECTRIC    | SILICONE, CONDUIT, BITS AND STRAP    | SEWER MAIN COLLECTION      | 291.14             |
| 137233       | STRATEGIES 360       | PROFESSIONAL SERVICES                | GENERAL                    | 1,050.00           |
|              | STRATEGIES 360       |                                      | WASTE WATER TREATMENT      | 1,050.00           |
|              | STRATEGIES 360       |                                      | UTIL ADMIN                 | 1,400.00           |
| 137234       | SUMMIT LAW GROUP     | LABOR BARGAINING                     | PERSONNEL ADMINISTRATION   | 8,224.10           |
| 137235       | SUPERIOR SOLE WELDIN | LEAF SCREEN                          | STORM DRAINAGE             | 2,240.65           |
|              | SUPERIOR SOLE WELDIN |                                      | SEWER MAIN COLLECTION      | 2,240.65           |
| 137236       | TACOMA SCREW PRODUCT | HARDWARE                             | EQUIPMENT RENTAL           | 157.00             |
| 137237       | THE BECKETT GROUP    | 156TH ST OVERCROSSING PROJECT        | GMA - STREET               | 18,600.00          |
| 137238       | TOMEY, JAMES P       | WATER/SEWER CONSERVATION REBATE      | UTIL ADMIN                 | 50.00              |
| 137239       | TRUE NORTH EQUIPMENT | CUROTTO GRIPPER AND DOGBONE ASSY     | ER&R                       | 401.83             |
|              | TRUE NORTH EQUIPMENT | BRACKETS, HUBS AND DOGBONE           | ER&R                       | 1,656.08           |
| 137240       | TYLER BUSINESS FORMS | W2'S, 1099'S AND ENVELOPES           | GENERAL FUND               | -61.52             |
|              | TYLER BUSINESS FORMS |                                      | FINANCE-GENL               | 723.07             |
| 137241       | UNITED PARCEL SERVIC | SHIPPING EXPENSE                     | POLICE PATROL              | 30.82              |
| 137242       | VALLUZZI, HOLLY      | INSTRUCTOR SERVICES                  | COMMUNITY CENTER           | 36.00              |
| 137243       | VILLAGE COMM SERVICE | RENTAL DEPOSIT REFUND                | GENERAL FUND               | 250.00             |
| 137244       | WAAUDIOLOGY SRVCS    | REVIEW AND DATA ENTRY                | EXECUTIVE ADMIN            | 40.00              |

**CITY OF MARYSVILLE  
INVOICE LIST**

**FOR INVOICES FROM 12/19/2019 TO 12/25/2019**

| <u>CHK #</u> | <u>VENDOR</u>       | <u>ITEM DESCRIPTION</u>              | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|---------------------|--------------------------------------|----------------------------|--------------------|
| 137244       | WA AUDIOLOGY SRVCS  | TESTING AND ANALYSIS                 | EXECUTIVE ADMIN            | 3,578.00           |
| 137245       | WALKLEY JR, DWAIN M | UB REFUND                            | WATER/SEWER OPERATION      | 2,488.66           |
| 137246       | WATCH SYSTEMS       | RSO MAILINGS                         | POLICE INVESTIGATION       | 1,082.15           |
| 137247       | WESTERN TRUCK       | SEAL CREDIT                          | EQUIPMENT RENTAL           | -67.72             |
|              | WESTERN TRUCK       | SILICONE HOSE                        | ER&R                       | 52.18              |
|              | WESTERN TRUCK       | SEALS                                | EQUIPMENT RENTAL           | 109.59             |
|              | WESTERN TRUCK       | COOLANT LEVEL SENSOR                 | EQUIPMENT RENTAL           | 143.55             |
|              | WESTERN TRUCK       | BRAKE SHOES, SPRING, GASKET AND SEAL | EQUIPMENT RENTAL           | 244.77             |
|              | WESTERN TRUCK       | REPAIR #J042                         | EQUIPMENT RENTAL           | 1,416.53           |
| 137248       | WWU                 | MARKET STUDY                         | PLANNING & COMMUNITY DEV   | 6,500.00           |

WARRANT TOTAL:

**829,316.75**

REASON FOR VOIDS:

INITIATOR ERROR  
CHECK LOST/DAMAGED  
UNCLAIMED PROPERTY



# *Index #9*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 13, 2020**

|   |                 |     |
|---|-----------------|-----|
| AGENDA ITEM:<br>Claims                          | AGENDA SECTION: |     |
| PREPARED BY:<br>Sandy Langdon, Finance Director | AGENDA NUMBER:  |     |
| ATTACHMENTS:<br>Claims Listings                 | APPROVED BY:    |     |
|   | MAYOR           | CAO |
| BUDGET CODE:                                    | AMOUNT:         |     |

Please see attached.

|  |
|--|
| <p>RECOMMENDED ACTION:</p> <p><b>The Finance and Executive Departments recommend City Council approve the December 26, 2019 claims in the amount of \$679,179.97 paid by EFT transactions and Check No.'s 137286 through 137396 with Check No. 137015 voided.</b></p> <p>COUNCIL ACTION:</p> |
|--|

BLANKET CERTIFICATION

**CLAIMS**

FOR

**PERIOD-13**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$679,179.97 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 137286 THROUGH 137396 WITH CHECK NO.137015 VOIDED**. ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **13<sup>th</sup> DAY OF JANUARY 2020**.

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/2/2020 TO 1/2/2020**

| <u>CHK #</u> | <u>VENDOR</u>        | <u>ITEM DESCRIPTION</u>         | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|---------------------------------|----------------------------|--------------------|
| 137287       | ALL BATTERY SALES &  | BATTERY                         | EQUIPMENT RENTAL           | 109.61             |
|              | ALL BATTERY SALES &  | INSULATOR                       | EQUIPMENT RENTAL           | 305.99             |
|              | ALL BATTERY SALES &  | BATTERIES                       | EQUIPMENT RENTAL           | 1,383.30           |
| 137288       | APS, INC.            | SOLUTION AND INK                | CITY CLERK                 | 54.10              |
|              | APS, INC.            |                                 | EXECUTIVE ADMIN            | 54.10              |
|              | APS, INC.            |                                 | FINANCE-GENL               | 54.10              |
|              | APS, INC.            |                                 | PERSONNEL ADMINISTRATION   | 54.10              |
|              | APS, INC.            |                                 | UTILITY BILLING            | 54.10              |
|              | APS, INC.            |                                 | LEGAL - PROSECUTION        | 54.12              |
| 137289       | ARAMARK UNIFORM      | UNIFORM SERVICE                 | SMALL ENGINE SHOP          | 6.56               |
|              | ARAMARK UNIFORM      |                                 | SMALL ENGINE SHOP          | 6.56               |
|              | ARAMARK UNIFORM      |                                 | SMALL ENGINE SHOP          | 6.56               |
|              | ARAMARK UNIFORM      |                                 | EQUIPMENT RENTAL           | 71.86              |
|              | ARAMARK UNIFORM      |                                 | EQUIPMENT RENTAL           | 71.86              |
|              | ARAMARK UNIFORM      |                                 | EQUIPMENT RENTAL           | 72.75              |
| 137290       | BANKS, SUSAN GAYLE   | INSTRUCTOR SERVICES             | COMMUNITY CENTER           | 74.10              |
| 137291       | BENET, MARIA LOURDES | BULK OIL AND TRANS FLUID        | ER&R                       | 1,134.51           |
| 137292       | BICKFORD FORD        | 2019 FORD TRANSIT T34 CARGO VAN | EQUIPMENT RENTAL           | 51,013.64          |
| 137293       | BORGES, ELIZABETH    | INSTRUCTOR SERVICES             | RECREATION SERVICES        | 64.80              |
| 137294       | BRENNAN, SHANNON     |                                 | COMMUNITY CENTER           | 84.00              |
|              | BRENNAN, SHANNON     |                                 | COMMUNITY CENTER           | 183.00             |
| 137295       | BUD BARTON'S GLASS   | PROVIDE AND INSTALL WINDOW-OH   | OPERA HOUSE                | 541.04             |
| 137296       | C R HARNDEN CO INC   | 8X TREES                        | ROADSIDE VEGETATION        | 1,315.16           |
| 137297       | CASCADE NATURAL GAS  | NATURAL GAS CHARGES             | WATER FILTRATION PLANT     | 1,777.84           |
| 137298       | CASCADE SAWING       | GAS SLAB SAWING                 | WATER SERVICE INSTALL      | 491.85             |
| 137299       | CASCADE SEPTIC, LLC  | PORTABLE SERVICE                | PUMPING PLANT              | 327.00             |
| 137300       | CENTRAL WELDING SUPP | PRICE ADJUSTMENT CREDIT         | ER&R                       | -14.76             |
|              | CENTRAL WELDING SUPP | VESTS                           | ER&R                       | 59.03              |
|              | CENTRAL WELDING SUPP | PADLOCKS                        | ER&R                       | 92.19              |
|              | CENTRAL WELDING SUPP | PUSH BROOMS                     | ER&R                       | 172.69             |
|              | CENTRAL WELDING SUPP | GLOVES                          | ER&R                       | 305.82             |
|              | CENTRAL WELDING SUPP |                                 | ER&R                       | 611.64             |
|              | CENTRAL WELDING SUPP | JACKETS                         | ER&R                       | 1,152.07           |
| 137301       | COMCAST              | ACCT #8498310020341322          | COMPUTER SERVICES          | 286.24             |
| 137302       | COOP SUPPLY          | PEST CONTROL                    | SOLID WASTE OPERATIONS     | 52.38              |
|              | COOP SUPPLY          | GLOVES                          | UTIL ADMIN                 | 174.79             |
|              | COOP SUPPLY          | WOOD POSTS AND CHAIN LOCKS      | ROADSIDE VEGETATION        | 175.85             |
|              | COOP SUPPLY          | LOPPERS                         | ROADSIDE VEGETATION        | 349.72             |
| 137303       | COPIERS NORTHWEST    | COPIER CHARGES                  | COMMUNITY CENTER           | 43.53              |
|              | COPIERS NORTHWEST    |                                 | WASTE WATER TREATMENT      | 44.11              |
|              | COPIERS NORTHWEST    |                                 | PROPERTY TASK FORCE        | 44.11              |
|              | COPIERS NORTHWEST    |                                 | GENERAL                    | 104.26             |
|              | COPIERS NORTHWEST    |                                 | LEGAL - PROSECUTION        | 142.81             |
|              | COPIERS NORTHWEST    |                                 | PROBATION                  | 147.85             |
|              | COPIERS NORTHWEST    |                                 | ENGR-GENL                  | 160.48             |
|              | COPIERS NORTHWEST    |                                 | UTILITY BILLING            | 171.60             |
|              | COPIERS NORTHWEST    |                                 | CITY CLERK                 | 191.40             |
|              | COPIERS NORTHWEST    |                                 | FINANCE-GENL               | 191.40             |
|              | COPIERS NORTHWEST    |                                 | EXECUTIVE ADMIN            | 195.62             |
|              | COPIERS NORTHWEST    |                                 | MUNICIPAL COURTS           | 260.64             |
|              | COPIERS NORTHWEST    |                                 | POLICE PATROL              | 286.08             |
|              | COPIERS NORTHWEST    |                                 | PARK & RECREATION FAC      | 347.26             |
|              | COPIERS NORTHWEST    |                                 | POLICE INVESTIGATION       | 363.21             |
|              | COPIERS NORTHWEST    |                                 | UTIL ADMIN                 | 384.09             |
|              | COPIERS NORTHWEST    |                                 | COMMUNITY                  | 477.46             |
|              | COPIERS NORTHWEST    |                                 | DETENTION & CORRECTION     | 537.27             |

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|--------------|----------------------|--|----------------------------|--------------------|
| 137303       | COPIERS NORTHWEST    | COPIER CHARGES                         | PERSONNEL ADMINISTRATION   | 594.50             |
|              | COPIERS NORTHWEST    |  | OFFICE OPERATIONS          | 707.45             |
| 137304       | CORRECTIONS, DEPT OF | WORK CREW-NOV 2019                     | PARK & RECREATION FAC      | 182.43             |
|              | CORRECTIONS, DEPT OF |  | ROADSIDE VEGETATION        | 324.40             |
| 137305       | COUGAR TREE SERVICE  | TREE REMOVAL                           | CAPITAL EXPENDITURES       | 1,093.00           |
| 137306       | CRYSTAL SPRINGS      | COOLER RENTAL AND WATER                | COMMUNITY                  | 19.68              |
| 137307       | D.K. SYSTEMS, INC.   | HVAC REPAIR                            | SEWER MAIN COLLECTION      | 4,087.05           |
| 137308       | DEWINE, ANNA         | INSTRUCTOR SERVICES                    | COMMUNITY CENTER           | 9.00               |
| 137309       | DICKS TOWING         | TOWING EXPENSE                         | POLICE PATROL              | 71.74              |
|              | DICKS TOWING         |  | POLICE PATROL              | 71.74              |
|              | DICKS TOWING         |  | POLICE PATROL              | 71.74              |
|              | DICKS TOWING         |  | POLICE PATROL              | 71.74              |
|              | DICKS TOWING         |  | POLICE PATROL              | 95.64              |
|              | DICKS TOWING         |  | POLICE PATROL              | 95.64              |
| 137310       | DONNELSON ELECTRIC   | ELEVATOR REPAIR                        | CITY HALL                  | 849.10             |
|              | DONNELSON ELECTRIC   | OFFICE LIGHTING SYSTEM                 | MAINT OF GENL PLANT        | 1,734.85           |
| 137311       | E&E LUMBER           | BROOM                                  | PARK & RECREATION FAC      | 15.73              |
|              | E&E LUMBER           | REBAR EXCHANGE                         | ROADWAY MAINTENANCE        | 16.26              |
|              | E&E LUMBER           | RAGS                                   | ER&R                       | 41.94              |
|              | E&E LUMBER           | PRUNING BLADES                         | ROADSIDE VEGETATION        | 41.95              |
|              | E&E LUMBER           | REBAR, WIRE, ADHESIVE AND METAL CUTOFF | ROADWAY MAINTENANCE        | 60.53              |
|              | E&E LUMBER           | PLYWOOD                                | PARK & RECREATION FAC      | 65.53              |
|              | E&E LUMBER           | CONCRETE W/PALLET DEPOSIT CHR          | ROADWAY MAINTENANCE        | 151.82             |
| 137312       | ELDER, CINDY A       | INSTRUCTOR SERVICES                    | COMMUNITY CENTER           | 15.00              |
| 137313       | EMERALD HILLS        | COFFEE                                 | COMMUNITY CENTER           | 56.87              |
| 137314       | FERRELLGAS           | PROPANE CHARGES                        | TRAFFIC CONTROL DEVICES    | 96.52              |
|              | FERRELLGAS           |  | ROADWAY MAINTENANCE        | 96.53              |
| 137315       | FIRST AMERICAN TITLE | TITLE REPORT-4728 80TH ST NE           | GMA - STREET               | 384.30             |
|              | FIRST AMERICAN TITLE | TITLE REPORT-4804 80TH ST NE           | GMA - STREET               | 384.30             |
|              | FIRST AMERICAN TITLE | TITLE REPORT-5004 80TH ST NE           | GMA - STREET               | 384.30             |
|              | FIRST AMERICAN TITLE | TITLE REPORT-7923 47TH AV NE           | GMA - STREET               | 384.30             |
|              | FIRST AMERICAN TITLE | TITLE REPORT-7801 47TH AVE NE          | GMA - STREET               | 823.50             |
| 137316       | FOLDESI, NOCOLE N    | INSTRUCTOR SERVICES                    | RECREATION SERVICES        | 36.00              |
|              | FOLDESI, NOCOLE N    |  | RECREATION SERVICES        | 48.00              |
| 137317       | FORSLOF, WALLACE     | PER DIEM 12/16-12/17                   | POLICE INVESTIGATION       | 63.00              |
| 137318       | FRONTIER COMMUNICATI | ACCT #36065774950927115                | STREET LIGHTING            | 54.76              |
|              | FRONTIER COMMUNICATI | ACCT #36065836350725085                | UTIL ADMIN                 | 60.95              |
|              | FRONTIER COMMUNICATI |  | COMMUNITY                  | 60.95              |
|              | FRONTIER COMMUNICATI | ACCT #36019703390831185                | SEWER LIFT STATION         | 61.61              |
|              | FRONTIER COMMUNICATI | ACCT #36065831360617105                | MUNICIPAL COURTS           | 74.06              |
|              | FRONTIER COMMUNICATI | ACCT #36065962121015935                | MAINT OF GENL PLANT        | 74.06              |
|              | FRONTIER COMMUNICATI | ACCT #36065150871007945                | PARK & RECREATION FAC      | 87.04              |
|              | FRONTIER COMMUNICATI | ACCT #36065827660617105                | MUNICIPAL COURTS           | 88.56              |
|              | FRONTIER COMMUNICATI | ACCT #36065976670111075                | OFFICE OPERATIONS          | 88.56              |
|              | FRONTIER COMMUNICATI | ACCT #36065191230801065                | WATER FILTRATION PLANT     | 107.84             |
| 137319       | GALLS, LLC           | RETURN PANTS                           | OFFICE OPERATIONS          | -1,101.69          |
|              | GALLS, LLC           |  | OFFICE OPERATIONS          | -136.60            |
|              | GALLS, LLC           |  | OFFICE OPERATIONS          | -81.96             |
|              | GALLS, LLC           | TIE-BOGGS                              | DETENTION & CORRECTION     | 6.56               |
|              | GALLS, LLC           | EAR MOLD                               | POLICE PATROL              | 7.09               |
|              | GALLS, LLC           | NAME TAG                               | POLICE PATROL              | 17.82              |
|              | GALLS, LLC           | STARS                                  | POLICE ADMINISTRATION      | 21.07              |
|              | GALLS, LLC           |  | POLICE ADMINISTRATION      | 23.25              |
|              | GALLS, LLC           |  | POLICE ADMINISTRATION      | 31.00              |
|              | GALLS, LLC           | UNIFORM-PRINCE                         | OFFICE OPERATIONS          | 38.20              |
|              | GALLS, LLC           | STARS                                  | POLICE ADMINISTRATION      | 55.49              |

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| 137319       | GALLS, LLC           | UNIFORM-SALES                            | POLICE PATROL              | 71.45              |
|              | GALLS, LLC           | UNIFORM SHIRT                            | YOUTH SERVICES             | 75.39              |
|              | GALLS, LLC           | EAR MOLDS                                | POLICE PATROL              | 347.59             |
|              | GALLS, LLC           | UNIFORM-BOGGS                            | POLICE PATROL              | 592.19             |
|              | GALLS, LLC           | UNIFORM-SALES                            | POLICE PATROL              | 715.93             |
| 137320       | GENUINE AUTO GLASS   | GLASS INSTALLATION #H008                 | EQUIPMENT RENTAL           | 136.63             |
| 137321       | GIESBRECHT, BRADFORD | INSTRUCTOR SERVICES                      | RECREATION SERVICES        | 60.00              |
|              | GIESBRECHT, BRADFORD |  | RECREATION SERVICES        | 90.00              |
|              | GIESBRECHT, BRADFORD |  | RECREATION SERVICES        | 120.00             |
|              | GIESBRECHT, BRADFORD |  | RECREATION SERVICES        | 240.00             |
| 137322       | GRANITE CONST        | APSHALT                                  | ROADWAY MAINTENANCE        | 303.37             |
|              | GRANITE CONST        |  | CAPITAL EXPENDITURES       | 303.38             |
|              | GRANITE CONST        | ASPHALT                                  | WATER DIST MAINS           | 366.95             |
|              | GRANITE CONST        |  | CAPITAL EXPENDITURES       | 791.22             |
|              | GRANITE CONST        |  | CAPITAL EXPENDITURES       | 791.22             |
|              | GRANITE CONST        |  | CAPITAL EXPENDITURES       | 1,388.75           |
| 137323       | GRAY AND OSBORNE     | PLAN REVIEW SERVICES                     | COMMUNITY                  | 509.95             |
| 137324       | GREEN DOT CONCRETE   | CONCRETE                                 | TRAFFIC CONTROL DEVICES    | 204.92             |
| 137325       | GREENSHIELDS         | RATCHETS, IMPACTS AND U JOINTS           | WATER DIST MAINS           | 174.33             |
| 137326       | GRIFFEN, CHRIS       | PUBLIC DEFENDER                          | PUBLIC DEFENSE             | 300.00             |
|              | GRIFFEN, CHRIS       |  | PUBLIC DEFENSE             | 300.00             |
|              | GRIFFEN, CHRIS       |  | PUBLIC DEFENSE             | 300.00             |
| 137327       | GYURKOVICS, SANDRA   | TESTING FEE REFUND                       | COMMUNITY DEVELOPMENT      | 7.00               |
|              | GYURKOVICS, SANDRA   |  | COMMUNITY DEVELOPMENT      | 8.00               |
|              | GYURKOVICS, SANDRA   |  | COMMUNITY DEVELOPMENT      | 8.00               |
| 137328       | HA, ELIZABETH JEAN   | INSTRUCTOR SERVICES                      | RECREATION SERVICES        | 187.20             |
|              | HA, ELIZABETH JEAN   |  | RECREATION SERVICES        | 249.60             |
| 137329       | HARBOR MARINE MAINT. | FUSE BLOCK AND FUSES                     | EQUIPMENT RENTAL           | 67.94              |
| 137330       | HD FOWLER COMPANY    | PVC                                      | STORM DRAINAGE             | 2.55               |
|              | HD FOWLER COMPANY    | METER INSTALL PARTS                      | WATER SERVICE INSTALL      | 2,951.18           |
| 137331       | HERC RENTALS INC     | EXCAVATOR RENTAL                         | CAPITAL EXPENDITURES       | 3,306.34           |
| 137332       | HOME DEPOT USA       | REFERENCE BOOK AND ORGANIZERS            | SOURCE OF SUPPLY           | 62.02              |
|              | HOME DEPOT USA       |  | WASTE WATER TREATMENT      | 62.03              |
| 137333       | HOME DEPOT USA       | JANITORIAL SUPPLIES                      | CITY HALL                  | 143.11             |
|              | HOME DEPOT USA       |  | COURT FACILITIES           | 176.20             |
|              | HOME DEPOT USA       |  | WASTE WATER TREATMENT      | 271.27             |
|              | HOME DEPOT USA       |  | UTIL ADMIN                 | 406.32             |
|              | HOME DEPOT USA       |  | PUBLIC SAFETY BLDG         | 469.83             |
|              | HOME DEPOT USA       |  | MAINT OF GENL PLANT        | 512.02             |
| 137334       | HUMAN SERVICES       | LIQUOR BOARD 2ND QTR 2019                | NON-DEPARTMENTAL           | 4,419.46           |
|              | HUMAN SERVICES       | LIQUOR BOARD 3RD QTR 2019                | NON-DEPARTMENTAL           | 4,701.84           |
|              | HUMAN SERVICES       | LIQUOR BOARD 1ST QTR 2019                | NON-DEPARTMENTAL           | 4,749.53           |
| 137335       | HUMAN SERVICES       | EMBEDDED SOCIAL WORKER PROGRAM           | EMBEDDED SOCIAL WORKER     | 15,058.50          |
| 137336       | INNOVATION WELDING   | BUILD GUARD RAILS & INSTALL-51ST & 122ND | ROADWAY MAINTENANCE        | 3,934.80           |
| 137337       | IRON MOUNTAIN        | ROCK                                     | ROADWAY MAINTENANCE        | 125.84             |
|              | IRON MOUNTAIN        |  | WATER DIST MAINS           | 125.84             |
|              | IRON MOUNTAIN        |  | WATER DIST MAINS           | 137.23             |
|              | IRON MOUNTAIN        |  | ROADWAY MAINTENANCE        | 137.23             |
| 137338       | J. THAYER COMPANY    | MARKER PAINT                             | SOURCE OF SUPPLY           | 25.68              |
|              | J. THAYER COMPANY    | OFFICE SUPPLIES                          | SOURCE OF SUPPLY           | 171.40             |
|              | J. THAYER COMPANY    | WHITE BOARD                              | SOURCE OF SUPPLY           | 626.78             |
| 137339       | JOHNSON, AARON       | INSTRUCTOR SERVICES                      | RECREATION SERVICES        | 252.00             |
|              | JOHNSON, AARON       |  | RECREATION SERVICES        | 288.00             |
| 137340       | KELLER SUPPLY COMPAN | PUTTY, TAPE AND PLUG                     | COURT FACILITIES           | 27.91              |
| 137341       | KING, ANGELA         | INSTRUCTOR SERVICES                      | RECREATION SERVICES        | 300.00             |
|              | KING, ANGELA         |  | RECREATION SERVICES        | 432.00             |

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| 137342       | KUNG FU 4 KIDS       | INSTRUCTOR SERVICES                  | RECREATION SERVICES        | 333.20             |
|              | KUNG FU 4 KIDS       |                                      | RECREATION SERVICES        | 499.80             |
|              | KUNG FU 4 KIDS       |                                      | RECREATION SERVICES        | 499.80             |
|              | KUNG FU 4 KIDS       |                                      | RECREATION SERVICES        | 499.80             |
| 137343       | LAKE INDUSTRIES      | ASPHALT DEBRIS HAULED                | ROADWAY MAINTENANCE        | 140.00             |
|              | LAKE INDUSTRIES      |                                      | ROADWAY MAINTENANCE        | 140.00             |
| 137344       | LAKESIDE INDUSTRIES  | ASPHALT                              | ROADWAY MAINTENANCE        | 891.19             |
| 137345       | LANGDON, SANDY       | REIMBURSE EMPLOYEE HOLIDAY LUNCH EXP | PERSONNEL ADMINISTRATION   | 436.00             |
| 137346       | LASTING IMPRESSIONS  | UNIFORM HAT-SALE                     | POLICE PATROL              | 28.42              |
| 137347       | LAYCOCK, JEFF        | REIMBURSE HOLIDAY LUNCH EXP          | PERSONNEL ADMINISTRATION   | 320.00             |
| 137348       | LES SCHWAB TIRE CTR  | ALUMINUM WHEEL- #J031                | EQUIPMENT RENTAL           | 309.31             |
|              | LES SCHWAB TIRE CTR  | TIRES                                | ER&R                       | 1,042.50           |
| 137349       | LOWES HIW INC        | CONDUIT                              | COURT FACILITIES           | 31.11              |
|              | LOWES HIW INC        | LUNCHROOM TABLE                      | UTIL ADMIN                 | 54.97              |
|              | LOWES HIW INC        | ROTO HAMMER, BITS AND ANCHORS        | WASTE WATER TREATMENT      | 109.24             |
|              | LOWES HIW INC        |                                      | SOURCE OF SUPPLY           | 109.24             |
|              | LOWES HIW INC        | TOTES                                | PARK & RECREATION FAC      | 152.13             |
|              | LOWES HIW INC        | EXTENSION CORDS                      | SOLID WASTE OPERATIONS     | 181.44             |
|              | LOWES HIW INC        | IMPACT GUN AND BATTERIES             | WATER DIST MAINS           | 392.14             |
| 137350       | MARYSVILLE PRINTING  | BUSINESS CARDS                       | POLICE PATROL              | 61.70              |
| 137351       | MARYSVILLE, CITY OF  | UTILITY SERVICE-5300 SUNNYSIDE RD    | SEWER LIFT STATION         | 60.23              |
|              | MARYSVILLE, CITY OF  | UTILITY SERVICE-6915 ARMAR RD        | PARK & RECREATION FAC      | 114.02             |
|              | MARYSVILLE, CITY OF  |                                      | PARK & RECREATION FAC      | 132.42             |
|              | MARYSVILLE, CITY OF  |                                      | PARK & RECREATION FAC      | 172.11             |
|              | MARYSVILLE, CITY OF  | UTILITY SERVICE-6915 ARMAR RD IRR    | PARK & RECREATION FAC      | 189.90             |
|              | MARYSVILLE, CITY OF  |                                      | PARK & RECREATION FAC      | 218.44             |
|              | MARYSVILLE, CITY OF  | UTILITY SERVICE-6915 ARMAR RD        | PARK & RECREATION FAC      | 277.80             |
|              | MARYSVILLE, CITY OF  | UTILITY SERVICE-7115 GROVE ST        | GOLF ADMINISTRATION        | 277.80             |
|              | MARYSVILLE, CITY OF  | UTILITY SERVICE-5315 64TH ST NE      | PARK & RECREATION FAC      | 284.15             |
|              | MARYSVILLE, CITY OF  | UTILITY SERVICE-7007 GROVE ST        | GOLF ADMINISTRATION        | 1,136.86           |
|              | MARYSVILLE, CITY OF  | UTILITY SERVICE-6915 ARMAR RD        | PARK & RECREATION FAC      | 1,655.75           |
|              | MARYSVILLE, CITY OF  | UTILITY SERVICE-6810 84TH ST NE      | GOLF ADMINISTRATION        | 1,697.10           |
| 137352       | MOTOR TRUCKS         | FILTERS                              | ER&R                       | 234.60             |
|              | MOTOR TRUCKS         | WINDOW GLASS                         | EQUIPMENT RENTAL           | 428.37             |
|              | MOTOR TRUCKS         | REPAIR #218                          | EQUIPMENT RENTAL           | 1,767.56           |
| 137353       | MOUNTAIN MIST        | COOLER RENTAL AND WATER              | COMMUNITY CENTER           | 15.96              |
|              | MOUNTAIN MIST        |                                      | SEWER MAIN COLLECTION      | 16.68              |
|              | MOUNTAIN MIST        |                                      | WASTE WATER TREATMENT      | 16.69              |
|              | MOUNTAIN MIST        |                                      | SOLID WASTE OPERATIONS     | 16.69              |
| 137354       | NATIONAL BARRICADE   | ORANGE CONES                         | TRAFFIC CONTROL DEVICES    | 208.63             |
| 137355       | NCSI                 | BACKGROUND CHECKS                    | PERSONNEL ADMINISTRATION   | 185.00             |
| 137356       | NIELD, JOHN          | REIMBURSE MILEAGE                    | UTILITY BILLING            | 28.08              |
| 137357       | NORTH COAST ELECTRIC | MISC WIRE                            | SOURCE OF SUPPLY           | 40.64              |
|              | NORTH COAST ELECTRIC | HARDWARE, TAPE, CRIMPER AND TIES     | SOURCE OF SUPPLY           | 201.31             |
|              | NORTH COAST ELECTRIC |                                      | SEWER MAIN COLLECTION      | 201.32             |
|              | NORTH COAST ELECTRIC | BREAKER                              | SOURCE OF SUPPLY           | 1,027.93           |
|              | NORTH COAST ELECTRIC | BREAKER AND SEALS                    | SOURCE OF SUPPLY           | 1,174.36           |
| 137358       | NORTON, KAMILLE      | REIMBURSE CONFERENCE EXPENSE         | CITY COUNCIL               | 1,082.80           |
| 137359       | OFFICE DEPOT         | OFFICE SUPPLIES                      | LEGAL - PROSECUTION        | 16.82              |
|              | OFFICE DEPOT         |                                      | COMMUNITY                  | 95.46              |
|              | OFFICE DEPOT         |                                      | COMMUNITY                  | 135.01             |
|              | OFFICE DEPOT         |                                      | POLICE PATROL              | 276.31             |
|              | OFFICE DEPOT         |                                      | EQUIPMENT RENTAL           | 477.90             |
|              | OFFICE DEPOT         |                                      | LEGAL - PROSECUTION        | 618.15             |
| 137360       | OREILLY AUTO PARTS   | ACTUATOR                             | EQUIPMENT RENTAL           | 22.71              |
| 137361       | OTAK                 | PROFESSIONAL SERVICES                | GMA - STREET               | 2,286.50           |

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| 137362       | PAPE MACHINERY       | ASPHALT PAVER RENTAL          | TRANSPORTATION             | 3,164.24           |
|              | PAPE MACHINERY       |                               | CAPITAL EXPENDITURES       | 3,164.24           |
| 137363       | PARTS STORE, THE     | SEALANT                       | EQUIPMENT RENTAL           | 24.82              |
|              | PARTS STORE, THE     | COOLANT AND FILTERS           | ER&R                       | 105.82             |
|              | PARTS STORE, THE     | FILTERS AND MIRROR            | ER&R                       | 230.59             |
| 137364       | PETEK, THOMAS C      | PRE-EMPLOYMENT SCREENING      | POLICE ADMINISTRATION      | 600.00             |
| 137365       | PETROCARD SYSTEMS    | FUEL CONSUMED                 | ENGR-GENL                  | 22.71              |
|              | PETROCARD SYSTEMS    |                               | STORM DRAINAGE             | 25.70              |
|              | PETROCARD SYSTEMS    |                               | COMPUTER SERVICES          | 43.70              |
|              | PETROCARD SYSTEMS    |                               | FACILITY MAINTENANCE       | 139.58             |
|              | PETROCARD SYSTEMS    |                               | COMMUNITY                  | 258.83             |
|              | PETROCARD SYSTEMS    |                               | PARK & RECREATION FAC      | 634.45             |
|              | PETROCARD SYSTEMS    |                               | GENERAL                    | 2,380.69           |
|              | PETROCARD SYSTEMS    |                               | MAINT OF EQUIPMENT         | 2,960.30           |
|              | PETROCARD SYSTEMS    |                               | SOLID WASTE OPERATIONS     | 3,633.68           |
|              | PETROCARD SYSTEMS    |                               | POLICE PATROL              | 6,472.18           |
| 137366       | PETTY CASH - PWII    | FLAGGER CLASS/HOLIDAY EXPENSE | UTIL ADMIN                 | 98.90              |
| 137367       | PETTY CASH- POLICE   | OFFICE SUPPLIES               | DETENTION & CORRECTION     | 13.09              |
| 137368       | PGC INTERBAY LLC     | GOLF COURSE PAYROLL           | PRO-SHOP                   | 7,145.71           |
|              | PGC INTERBAY LLC     |                               | MAINTENANCE                | 8,860.20           |
| 137369       | PICK OF THE LITTER   | BANNERS                       | RECREATION SERVICES        | 972.11             |
| 137370       | PILCHUCK RENTALS     | BLOWER RENTAL                 | WATER DIST MAINS           | 48.40              |
|              | PILCHUCK RENTALS     | BOOM LIFT RENTAL              | ROADSIDE VEGETATION        | 1,573.92           |
| 137371       | PLATT ELECTRIC       | ELECTRICAL WIRE               | WASTE WATER TREATMENT      | 316.53             |
|              | PLATT ELECTRIC       |                               | SOURCE OF SUPPLY           | 316.54             |
| 137372       | POLICE & SHERIFFS PR | ID CARD                       | GENERAL FUND               | -1.64              |
|              | POLICE & SHERIFFS PR |                               | GENERAL FUND               | -1.64              |
|              | POLICE & SHERIFFS PR |                               | DETENTION & CORRECTION     | 19.19              |
|              | POLICE & SHERIFFS PR |                               | POLICE PATROL              | 19.19              |
| 137373       | POTTERY NOOK, THE    | INSTRUCTOR SERVICES           | RECREATION SERVICES        | 72.00              |
|              | POTTERY NOOK, THE    |                               | RECREATION SERVICES        | 84.00              |
|              | POTTERY NOOK, THE    |                               | RECREATION SERVICES        | 96.00              |
| 137374       | PROFORCE LAW ENFORC  | HANDGUN CREDIT                | POLICE PATROL              | -3,177.36          |
|              | PROFORCE LAW ENFORC  | HANDGUN TRANSITION            | POLICE PATROL              | 3,210.15           |
| 137375       | PUD                  | ACCT #205136245               | SEWER LIFT STATION         | 18.02              |
|              | PUD                  | ACCT #202461034               | UTIL ADMIN                 | 18.36              |
|              | PUD                  | ACCT #202031134               | PUMPING PLANT              | 18.89              |
|              | PUD                  | ACCT #205195373               | PARK & RECREATION FAC      | 19.28              |
|              | PUD                  | ACCT #203569751               | STORM DRAINAGE             | 28.08              |
|              | PUD                  | ACCT #200650745               | TRANSPORTATION             | 30.53              |
|              | PUD                  | ACCT #202476438               | SEWER LIFT STATION         | 30.53              |
|              | PUD                  | ACCT #201672136               | SEWER LIFT STATION         | 31.99              |
|              | PUD                  | ACCT #202178158               | SEWER LIFT STATION         | 37.59              |
|              | PUD                  | ACCT #202499489               | COMMUNITY EVENTS           | 37.98              |
|              | PUD                  | ACCT #202694337               | TRANSPORTATION             | 40.65              |
|              | PUD                  | ACCT #202794657               | TRANSPORTATION             | 46.63              |
|              | PUD                  | ACCT #201668043               | PARK & RECREATION FAC      | 48.05              |
|              | PUD                  | ACCT #203005160               | STREET LIGHTING            | 50.69              |
|              | PUD                  | ACCT #203199732               | TRANSPORTATION             | 50.86              |
|              | PUD                  | ACCT #202012589               | PARK & RECREATION FAC      | 52.31              |
|              | PUD                  | ACCT #200827277               | TRANSPORTATION             | 55.98              |
|              | PUD                  | ACCT #202368551               | PARK & RECREATION FAC      | 63.70              |
|              | PUD                  | ACCT #203430897               | STREET LIGHTING            | 64.66              |
|              | PUD                  | ACCT #200571842               | TRANSPORTATION             | 74.25              |
|              | PUD                  | ACCT #202175956               | TRAFFIC CONTROL DEVICES    | 74.31              |
|              | PUD                  | ACCT #202143111               | TRANSPORTATION             | 79.91              |



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/2/2020 TO 1/2/2020**

| <u>CHK #</u> | <u>VENDOR</u>        | <u>ITEM DESCRIPTION</u>         | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|---------------------------------|----------------------------|--------------------|
| 137375       | PUD                  | ACCT #202463543                 | SEWER LIFT STATION         | 80.83              |
|              | PUD                  | ACCT #202368544                 | TRANSPORTATION             | 84.49              |
|              | PUD                  | ACCT #202288585                 | TRANSPORTATION             | 87.44              |
|              | PUD                  | ACCT #202524690                 | PUMPING PLANT              | 91.98              |
|              | PUD                  | ACCT #220761807                 | OPERA HOUSE                | 101.96             |
|              | PUD                  | ACCT #203231006                 | TRANSPORTATION             | 114.27             |
|              | PUD                  | ACCT #202557450                 | STREET LIGHTING            | 115.79             |
|              | PUD                  | ACCT #201065281                 | PARK & RECREATION FAC      | 123.89             |
|              | PUD                  | ACCT #200084036                 | TRANSPORTATION             | 134.61             |
|              | PUD                  | ACCT #205237738                 | TRAFFIC CONTROL DEVICES    | 145.42             |
|              | PUD                  | ACCT #205239270                 | TRAFFIC CONTROL DEVICES    | 166.78             |
|              | PUD                  | ACCT #202426482                 | PUBLIC SAFETY BLDG         | 174.49             |
|              | PUD                  | ACCT #220838882                 | TRAFFIC CONTROL DEVICES    | 186.40             |
|              | PUD                  | ACCT #222025900                 | PUMPING PLANT              | 187.87             |
|              | PUD                  | ACCT #220761175                 | OPERA HOUSE                | 219.26             |
|              | PUD                  | ACCT #202000329                 | PARK & RECREATION FAC      | 221.75             |
|              | PUD                  | ACCT #205419765                 | PUBLIC SAFETY BLDG         | 226.75             |
|              | PUD                  | ACCT #200790061                 | PARK & RECREATION FAC      | 240.72             |
|              | PUD                  | ACCT #201147253                 | PUMPING PLANT              | 249.76             |
|              | PUD                  | ACCT #204821227                 | TRAFFIC CONTROL DEVICES    | 292.43             |
|              | PUD                  | ACCT #203223458                 | PARK & RECREATION FAC      | 310.68             |
|              | PUD                  | ACCT #221192545                 | PUBLIC SAFETY BLDG         | 370.10             |
|              | PUD                  | ACCT #200625382                 | SEWER LIFT STATION         | 373.81             |
|              | PUD                  | ACCT #201021698                 | PARK & RECREATION FAC      | 394.90             |
|              | PUD                  | ACCT #201247699                 | STREET LIGHTING            | 422.31             |
|              | PUD                  | ACCT #202309720                 | TRAFFIC CONTROL DEVICES    | 493.89             |
|              | PUD                  | ACCT #201021607                 | PARK & RECREATION FAC      | 544.20             |
|              | PUD                  | ACCT #200070449                 | TRANSPORTATION             | 562.12             |
|              | PUD                  | ACCT #220824148                 | WASTE WATER TREATMENT      | 624.54             |
|              | PUD                  | ACCT #200479541                 | COMMUNITY CENTER           | 643.09             |
|              | PUD                  | ACCT #202689287                 | WASTE WATER TREATMENT      | 692.90             |
|              | PUD                  | ACCT #200223857                 | PARK & RECREATION FAC      | 715.69             |
|              | PUD                  | ACCT #200586485                 | SEWER LIFT STATION         | 774.37             |
|              | PUD                  | ACCT #200303477                 | WATER FILTRATION PLANT     | 963.52             |
|              | PUD                  | ACCT #200824548                 | MAINT OF GENL PLANT        | 1,536.49           |
|              | PUD                  | ACCT #201463031                 | PUBLIC SAFETY BLDG         | 3,534.69           |
|              | PUD                  | ACCT #221320088                 | SUNNYSIDE FILTRATION       | 3,687.40           |
|              | PUD                  | ACCT #201577921                 | PUMPING PLANT              | 4,666.77           |
|              | PUD                  | ACCT #202075008                 | WASTE WATER TREATMENT      | 8,694.14           |
|              | PUD                  | ACCT #201420635                 | WASTE WATER TREATMENT      | 12,284.44          |
|              | PUD                  | ACCT #201721180                 | WASTE WATER TREATMENT      | 22,109.06          |
| 137376       | RAIN FOR RENT        | PIPE RENTAL                     | WATER CAPITAL PROJECTS     | 1,909.03           |
| 137377       | RICHER, KATHIE MARIE | REFUND BUSINESS LICENSE FEES    | GENL FUND BUS LIC &        | 65.00              |
| 137378       | ROY ROBINSON         | RELAY CREDIT                    | ER&R                       | -70.52             |
|              | ROY ROBINSON         | RELAY                           | ER&R                       | 70.52              |
|              | ROY ROBINSON         |                                 | ER&R                       | 70.72              |
|              | ROY ROBINSON         |                                 | ER&R                       | 70.72              |
|              | ROY ROBINSON         | DOME LAMP MODULE ASSEMBLIES     | EQUIPMENT RENTAL           | 90.22              |
|              | ROY ROBINSON         | IGNITION SWITCH, KEY AND RECODE | EQUIPMENT RENTAL           | 144.60             |
| 137379       | SNO CO CHAPTER OF    | INSTRUCTOR SERVICES             | RECREATION SERVICES        | 150.00             |
|              | SNO CO CHAPTER OF    |                                 | RECREATION SERVICES        | 249.60             |
| 137380       | SOLID WASTE SYSTEMS  | REPAIR #J024                    | EQUIPMENT RENTAL           | 1,137.47           |
| 137381       | SONSRAY MACHINERY    | REPAIR #M008                    | EQUIPMENT RENTAL           | 2,641.79           |
| 137382       | SOUND PUBLISHING     | LEGAL ADS                       | COMMUNITY                  | 370.76             |
| 137383       | STAPLES              | OFFICE SUPPLIES                 | COMMUNITY                  | 423.37             |
| 137384       | SUNBELT RENTALS      | CREDIT SDIEWALK SWEEPER RENTAL  | SIDEWALKS MAINTENANCE      | -628.41            |

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/2/2020 TO 1/2/2020**

| <u>CHK #</u> | <u>VENDOR</u>        | <u>ITEM DESCRIPTION</u>        | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 137384       | SUNBELT RENTALS      | 2X 2" PUMPS                    | WATER DIST MAINS           | 515.28             |
|              | SUNBELT RENTALS      | SIDEWALK SWEEPER RENTAL        | SIDEWALKS MAINTENANCE      | 628.41             |
| 137385       | THOMAS, JEFF         | REIMBURSE EXPO EXPENSE         | COMMUNITY                  | 405.97             |
| 137386       | TOLBERT, JAMES       | PER DIEM 12/16-12/17           | POLICE INVESTIGATION       | 63.00              |
| 137387       | TRENCHLESS CONST.    | WATER SERVICE DRILLING         | WATER SERVICE INSTALL      | 6,164.52           |
| 137388       | UNIVERSAL FIELD      | PROJECT COSTS                  | GMA - STREET               | 697.60             |
| 137389       | USA BLUEBOOK         | TRASH PUMP                     | STORM DRAINAGE             | 1,289.49           |
| 137390       | VALLUZZI, HOLLY      | INSTRUCTOR SERVICES            | COMMUNITY CENTER           | 60.00              |
| 137391       | VEALE, RANDY         | REIMBURSE GARBAGE TAG PURCHASE | GARBAGE-SERVICES           | 26.64              |
| 137392       | VEOLIA WATER TECHNOL | WATER TREATMENT CHEMICALS      | SEWER CAPITAL PROJECTS     | 9,958.05           |
|              | VEOLIA WATER TECHNOL | DECOMMISSIONING                | SEWER CAPITAL PROJECTS     | 11,476.50          |
| 137393       | VERIZON              | WIRELESS CHARGES               | CRIME PREVENTION           | 24.69              |
|              | VERIZON              |                                | PURCHASING/CENTRAL         | 24.69              |
|              | VERIZON              |                                | CRIME PREVENTION           | 24.89              |
|              | VERIZON              |                                | PURCHASING/CENTRAL         | 24.89              |
|              | VERIZON              |                                | SEWER MAIN COLLECTION      | 40.01              |
|              | VERIZON              |                                | SEWER MAIN COLLECTION      | 40.01              |
|              | VERIZON              |                                | UTILITY BILLING            | 49.38              |
|              | VERIZON              |                                | UTILITY BILLING            | 49.78              |
|              | VERIZON              |                                | PERSONNEL ADMINISTRATION   | 52.53              |
|              | VERIZON              |                                | PERSONNEL ADMINISTRATION   | 79.73              |
|              | VERIZON              |                                | SEWER LIFT STATION         | 80.02              |
|              | VERIZON              |                                | SEWER LIFT STATION         | 80.02              |
|              | VERIZON              |                                | EQUIPMENT RENTAL           | 106.49             |
|              | VERIZON              |                                | EQUIPMENT RENTAL           | 106.89             |
|              | VERIZON              |                                | PROPERTY TASK FORCE        | 114.22             |
|              | VERIZON              |                                | FACILITY MAINTENANCE       | 114.22             |
|              | VERIZON              |                                | PROPERTY TASK FORCE        | 114.22             |
|              | VERIZON              |                                | FACILITY MAINTENANCE       | 114.22             |
|              | VERIZON              |                                | FINANCE-GENL               | 124.38             |
|              | VERIZON              |                                | LEGAL-GENL                 | 124.38             |
|              | VERIZON              |                                | FINANCE-GENL               | 124.38             |
|              | VERIZON              |                                | LEGAL-GENL                 | 124.38             |
|              | VERIZON              |                                | OFFICE OPERATIONS          | 171.33             |
|              | VERIZON              |                                | COMMUNITY SERVICES UNIT    | 171.33             |
|              | VERIZON              |                                | OFFICE OPERATIONS          | 171.33             |
|              | VERIZON              |                                | PARK & RECREATION FAC      | 188.37             |
|              | VERIZON              |                                | PARK & RECREATION FAC      | 188.97             |
|              | VERIZON              |                                | RECREATION SERVICES        | 213.06             |
|              | VERIZON              |                                | RECREATION SERVICES        | 213.86             |
|              | VERIZON              |                                | COMMUNITY SERVICES UNIT    | 228.44             |
|              | VERIZON              |                                | LEGAL - PROSECUTION        | 238.44             |
|              | VERIZON              |                                | LEGAL - PROSECUTION        | 238.44             |
|              | VERIZON              |                                | MUNICIPAL COURTS           | 251.59             |
|              | VERIZON              |                                | MUNICIPAL COURTS           | 251.59             |
|              | VERIZON              |                                | YOUTH SERVICES             | 285.55             |
|              | VERIZON              |                                | YOUTH SERVICES             | 285.55             |
|              | VERIZON              |                                | WATER QUAL TREATMENT       | 316.05             |
|              | VERIZON              |                                | WATER QUAL TREATMENT       | 316.25             |
|              | VERIZON              |                                | SOLID WASTE CUSTOMER       | 319.33             |
|              | VERIZON              |                                | WATER SUPPLY MAINS         | 320.14             |
|              | VERIZON              |                                | WATER SUPPLY MAINS         | 320.17             |
|              | VERIZON              |                                | SOLID WASTE CUSTOMER       | 321.13             |
|              | VERIZON              |                                | POLICE INVESTIGATION       | 342.66             |
|              | VERIZON              |                                | POLICE INVESTIGATION       | 342.66             |
|              | VERIZON              |                                | DETENTION & CORRECTION     | 367.35             |

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/2/2020 TO 1/2/2020**

| <u>CHK #</u> | <u>VENDOR</u>    | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|------------------|-------------------------|----------------------------|--------------------|
| 137393       | VERIZON          | WIRELESS CHARGES        | EXECUTIVE ADMIN            | 402.67             |
|              | VERIZON          |                         | EXECUTIVE ADMIN            | 402.67             |
|              | VERIZON          |                         | DETENTION & CORRECTION     | 424.66             |
|              | VERIZON          |                         | COMPUTER SERVICES          | 530.95             |
|              | VERIZON          |                         | WASTE WATER TREATMENT      | 583.29             |
|              | VERIZON          |                         | WASTE WATER TREATMENT      | 584.54             |
|              | VERIZON          |                         | COMPUTER SERVICES          | 608.40             |
|              | VERIZON          |                         | STORM DRAINAGE             | 608.93             |
|              | VERIZON          |                         | STORM DRAINAGE             | 610.51             |
|              | VERIZON          |                         | COMMUNITY                  | 641.27             |
|              | VERIZON          |                         | COMMUNITY                  | 643.27             |
|              | VERIZON          |                         | GENERAL                    | 741.73             |
|              | VERIZON          |                         | GENERAL                    | 744.73             |
|              | VERIZON          |                         | POLICE ADMINISTRATION      | 824.31             |
|              | VERIZON          |                         | POLICE ADMINISTRATION      | 824.51             |
|              | VERIZON          |                         | ENGR-GENL                  | 929.95             |
|              | VERIZON          |                         | ENGR-GENL                  | 953.14             |
|              | VERIZON          |                         | UTIL ADMIN                 | 2,014.04           |
|              | VERIZON          |                         | UTIL ADMIN                 | 2,105.15           |
|              | VERIZON          |                         | POLICE PATROL              | 2,554.94           |
|              | VERIZON          |                         | POLICE PATROL              | 2,593.41           |
| 137394       | WATCH SYSTEMS    | RSO MAILINGS            | POLICE INVESTIGATION       | 114.00             |
| 137395       | WESTERN SYSTEMS  | ETHERNET SWITCH/SERVER  | TRANSPORTATION             | 3,955.07           |
|              | WESTERN SYSTEMS  | WSDOES CONTRACT AXION   | TRANSPORTATION             | 7,412.35           |
| 137396       | WIN-911 SOFTWARE | WIN-911 MODEMS LTE/V    | WATER/SEWER OPERATION      | -128.34            |
|              | WIN-911 SOFTWARE |                         | WATER FILTRATION PLANT     | 502.78             |
|              | WIN-911 SOFTWARE |                         | SUNNYSIDE FILTRATION       | 502.78             |
|              | WIN-911 SOFTWARE |                         | WASTE WATER TREATMENT      | 502.78             |

**WARRANT TOTAL: 346,491.02**

**#137286 SCARSELLA BROS, INC. 332,738.31**

**CHECK #137015 INITIATOR ERROR (49.36)**

REASON FOR VOIDS:

INITIATOR ERROR  
 CHECK LOST/DAMAGED  
 UNCLAIMED PROPERTY

**679,179.97**

# *Index #10*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 13, 2020**

|   |                 |     |
|---|-----------------|-----|
| AGENDA ITEM:<br>Claims                          | AGENDA SECTION: |     |
| PREPARED BY:<br>Sandy Langdon, Finance Director | AGENDA NUMBER:  |     |
| ATTACHMENTS:<br>Claims Listings                 | APPROVED BY:    |     |
|   | MAYOR           | CAO |
| BUDGET CODE:                                    | AMOUNT:         |     |

Please see attached.

**RECOMMENDED ACTION:**

**The Finance and Executive Departments recommend City Council approve the January 1, 2020 claims in the amount of \$27,209.96 paid by EFT transactions and Check No.'s 137249 through 137285 with no Check No. voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
CLAIMS  
FOR  
PERIOD-1

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$27,209.96 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 137249 THROUGH 137285 WITH NO CHECK NO. VOIDED.** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **13<sup>th</sup> DAY OF JANUARY 2020.**

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/1/2020 TO 1/1/2020**

| <u>CHK #</u> | <u>VENDOR</u>        | <u>ITEM DESCRIPTION</u>             | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|-------------------------------------|----------------------------|--------------------|
| 137249       | AGRICULTURE, DEPT OF | PESTICIDE LICENSE RENEWAL-CHRISMAN  | PARK & RECREATION FAC      | 33.00              |
|              | AGRICULTURE, DEPT OF | PESTICIDE LICENSE RENEWAL-PHELPS    | PARK & RECREATION FAC      | 33.00              |
|              | AGRICULTURE, DEPT OF | PESTICIDE LICENSE RENEWAL-ROTH      | PARK & RECREATION FAC      | 33.00              |
|              | AGRICULTURE, DEPT OF | PESTICIDE LICENSE RENEWAL-SZECHENYI | PARK & RECREATION FAC      | 33.00              |
| 137250       | ALLIANT INSURANCE    | ACIP-CRIME 1ST INSTALL              | RISK MANAGEMENT            | 3,127.00           |
| 137251       | AMERICAN PUBLIC WORK | MEMBERSHIP RENEWAL-LAYCOCK          | ENGR-GENL                  | 233.00             |
| 137252       | BARTH, DAREN T       | UB REFUND                           | WATER/SEWER OPERATION      | 345.01             |
| 137253       | BILLING DOCUMENT SPE | BILL PRINTING SERVICE               | UTILITY BILLING            | 3,025.86           |
| 137254       | BURGESS, TRACEY      | UB REFUND                           | WATER/SEWER OPERATION      | 25.01              |
| 137255       | CANCHOLA, CHERYL     |                                     | WATER/SEWER OPERATION      | 8.29               |
| 137256       | CRIME STOPPERS       | CRIME STOPPERS SUPPORT              | POLICE PATROL              | 2,361.73           |
| 137257       | EATON, BRAD G        | UB REFUND                           | WATER/SEWER OPERATION      | 16.58              |
| 137258       | ECOLOGY, DEPT. OF    | STORMWATER DISCHARGE PERMIT FEE     | CAPITAL EXPENDITURES       | 444.00             |
| 137259       | FREDRIKSEN, MONIQUE  | UB REFUND                           | WATER/SEWER OPERATION      | 271.01             |
| 137260       | FRONTIER COMMUNICATI | ACCT #36065125170927115             | STREET LIGHTING            | 54.76              |
|              | FRONTIER COMMUNICATI | ACCT #36065771080927115             | STREET LIGHTING            | 59.46              |
|              | FRONTIER COMMUNICATI | ACCT #36065943981121075             | PUBLIC SAFETY BLDG         | 108.47             |
|              | FRONTIER COMMUNICATI | ACCT #36065340280125085             | CITY HALL                  | 110.52             |
| 137261       | HANSON, LYNNE        | UB REFUND                           | WATER/SEWER OPERATION      | 80.70              |
| 137262       | INTL ASSOC CHIEFS    | IACP RENEWAL                        | POLICE ADMINISTRATION      | 1,225.00           |
| 137263       | KP BUILDERS LLC      | UB REFUND                           | GARBAGE                    | 108.65             |
| 137264       | LEXIPOL LLC          | LEXIPOL RENEWAL                     | POLICE ADMINISTRATION      | 6,239.00           |
| 137265       | LINEMAN, MICHAEL     | UB REFUND                           | WATER/SEWER OPERATION      | 36.26              |
| 137266       | MACK, STERLING A & L |                                     | WATER/SEWER OPERATION      | 28.57              |
| 137267       | MADRIGAL, JESUS      |                                     | WATER/SEWER OPERATION      | 29.42              |
| 137268       | MOUNTAIN MIST        | COOLER/WATER                        | SEWER MAIN COLLECTION      | 11.58              |
|              | MOUNTAIN MIST        |                                     | WASTE WATER TREATMENT      | 11.59              |
|              | MOUNTAIN MIST        |                                     | SOLID WASTE OPERATIONS     | 11.59              |
| 137269       | MPA                  | MPA MEMBERSHIP-HORNUNG              | PROBATION                  | 40.00              |
|              | MPA                  | MPA CONFERENCE REGISTRATION-HORNUNG | PROBATION                  | 175.00             |
| 137270       | NELAND, ANDREW E     | UB REFUND                           | WATER/SEWER OPERATION      | 54.93              |
| 137271       | OBRASTOFF, THEODORE  |                                     | WATER/SEWER OPERATION      | 24.31              |
| 137272       | OLIVER, STEPHEN      |                                     | GARBAGE                    | 99.15              |
| 137273       | PEARSON, ROBERT & AP |                                     | WATER/SEWER OPERATION      | 212.08             |
| 137274       | PNWS-AWWA            | WWUC DUES                           | UTIL ADMIN                 | 2,500.00           |
| 137275       | RICHTER PAM          | UB REFUND                           | WATER/SEWER OPERATION      | 28.41              |
| 137276       | SAFEWAY INC.         | TRAINING/MEETING/HOLIDAY SUPPLIES   | EXECUTIVE ADMIN            | 15.10              |
|              | SAFEWAY INC.         |                                     | PERSONNEL ADMINISTRATION   | 15.98              |
|              | SAFEWAY INC.         |                                     | EXECUTIVE ADMIN            | 91.60              |
| 137277       | SAFEWAY INC.         | INMATE AND MEETING SUPPLIES         | POLICE PATROL              | 27.73              |
|              | SAFEWAY INC.         |                                     | DETENTION & CORRECTION     | 139.01             |
| 137278       | SAFEWAY INC.         | SPECIAL EVENT SUPPLIES              | COMMUNITY CENTER           | 19.47              |
|              | SAFEWAY INC.         |                                     | RECREATION SERVICES        | 21.81              |
|              | SAFEWAY INC.         |                                     | OPERA HOUSE                | 75.32              |
|              | SAFEWAY INC.         |                                     | COMMUNITY EVENTS           | 138.42             |
| 137279       | SMITH, JENIKA & MICH | UB REFUND                           | WATER/SEWER OPERATION      | 38.97              |
| 137280       | SUND, RON            | UB REFUND                           | WATER/SEWER OPERATION      | 121.62             |
| 137281       | TULALIP CHAMBER      | MEMBERSHIP DUES CHAIRMAN            | NON-DEPARTMENTAL           | 2,490.00           |

DATE: 1/2/2020  
TIME: 9:23:46AM

**CITY OF MARYSVILLE  
INVOICE LIST**

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**FOR INVOICES FROM 1/1/2020 TO 1/1/2020**

| <u>CHK #</u>          | <u>VENDOR</u>   | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u>      |
|-----------------------|-----------------|-------------------------|----------------------------|-------------------------|
| 137282                | VAUGHN, JAMES A | UB REFUND               | WATER/SEWER OPERATION      | 72.86                   |
| 137283                | WABO            | MEMBERSHIP DUES-DORCAS  | COMMUNITY                  | 185.00                  |
| 137284                | WATCH SYSTEMS   | RSO MAILINGS            | POLICE INVESTIGATION       | 538.13                  |
| 137285                | ZETX, INC.      | TRAX RENEWAL            | POLICE INVESTIGATION       | 1,980.00                |
| <b>WARRANT TOTAL:</b> |                 |                         |                            | <b><u>27,209.96</u></b> |

REASON FOR VOIDS:  
INITIATOR ERROR  
CHECK LOST/DAMAGED  
UNCLAIMED PROPERTY



# *Index #11*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 1/13/20**

|   |                           |
|---|---------------------------|
| <b>AGENDA ITEM:</b>                                 |                           |
| Professional Services Agreement with Strategies 360 |                           |
| <b>PREPARED BY:</b>                                 | <b>DIRECTOR APPROVAL:</b> |
| Gloria Hirashima, Chief Administrative Officer      |                           |
| <b>DEPARTMENT:</b>                                  |                           |
| Executive   |                           |
| <b>ATTACHMENTS:</b>                                 |                           |
| Presentation  |                           |
| <b>BUDGET CODE:</b>                                 | <b>AMOUNT:</b>            |
| 00100110 541000                                     | \$78,000                  |
| <b>SUMMARY:</b>                                     |                           |

The proposed agreement establishes a professional services agreement for lobbying services for Strategies 360 Inc. to provide general government lobbyist services for the City's state and federal priorities. The scope of services is attached as Exhibit A. Strategies 360 has provided general lobbying services for the city since 2007.

|   |
|---|
| <p><b>RECOMMENDED ACTION: Staff recommends the council authorize the Mayor to sign the professional services agreement with Strategies 360.</b></p> |
|---|

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND STRATEGIES 360, INC.**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Strategies 360, Inc., a limited liability corporation, incorporated in Washington], organized under the laws of the state of Washington, located and doing business at 1505 Westlake Ave N, Suite 1000, Seattle, WA 98109 (“Consultant”).

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence on January 1, 2020 and shall terminate at midnight on December 31, 2020. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed [\$12500 per month for January through April (2020 Regular Legislative Session plus one month) and \$3500 per month May through December (out of session rate) plus expenses (**\$78,000.00 annual contract plus expenses**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

#### 4. CONSULTANT'S OBLIGATIONS.

**4.1 MINOR CHANGES IN SCOPE.** The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

**4.2 ADDITIONAL WORK.** The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

**4.3 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

**4.4 PUBLIC RECORDS ACT.** Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not

subject to disclosure under the PRA shall be marked “Confidential” and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
  - i. Provide the records to the City in the manner requested by the City;
  - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
  - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

**4.5 MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All

such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### **4.6 INDEMNITY.**

a. **Indemnification and Hold Harmless.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

\_\_\_\_\_ (City Initials)                      \_\_\_\_\_ (Contractor Initials)

#### **4.7 INSURANCE.**

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available

at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance

requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**4.8 LEGAL RELATIONS.** The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

**4.9 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and



accomplishing the Services required under this Agreement. The Consultant shall not make a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

#### **4.10 EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

\_\_\_\_\_ No, employees performing the Services have never been retired from a Washington state retirement system.

\_\_\_\_\_ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

**4.11 NONASSIGNABLE.** Except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**4.12 SUBCONTRACTORS AND SUBCONSULTANTS.**

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in **EXHIBIT B**.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

**4.13 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**4.14 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City.

**4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**4.16 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**5. CITY APPROVAL REQUIRED.** Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

**6. GENERAL TERMS.**

**6.1 NOTICES.** Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

Notices to the City shall be sent to the following address:

**CITY OF MARYSVILLE**  
 Gloria Hirashima  
 Chief Administrative Officer  
 1049 State Avenue  
 Marysville, WA 98270

Notices to the Consultant shall be sent to the following address:

**STRATEGIES 360, INC.**

C/O Ron Dotzauer

1505 Westlake Ave N, Suite 1000

Seattle, WA 98109

**6.2 TERMINATION.** The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

**6.3 DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

**6.4 EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

**6.5 SEVERABILITY.**

a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

b. If any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

**6.6 NONWAIVER.** A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

**6.7 FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

**6.8 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**6.9 VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

**6.10 COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

By \_\_\_\_\_  
Jon Nehring, Mayor

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

STRATEGIES 360

By \_\_\_\_\_  
Ron Dotzauer  
Its:

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
\_\_\_\_\_, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

## **EXHIBIT A**

### Marysville Scope of Work – January 2020 thru December 2020

#### State Legislative Work (2020 session)

1. Marysville downtown/waterfront revitalization trail and park funding (Capital Budget Request)
2. Homeless, Mental Health and Opioid Addiction funding for County (County, Health District, Cities)
3. Connecting Washington – Support for existing transportation projects in Marysville area (SR 529 interchange, 4<sup>th</sup> Street Interchange improvements, 88th Street Interchange improvements, 156<sup>th</sup> Street Interchange, 172<sup>nd</sup> Street NE widening).
4. Grove Street Grade Separation (Transportation Budget Request)
5. 156<sup>th</sup> Street Overcrossing Grade Separation (Transportation Budget Request)
6. Cascade Industrial Center (CIC) continued recognition and support
7. Work on capital project funding for city projects including parks, trails, public safety and general city facilities.
8. Participate in efforts to advance the AWC legislative agenda to affect issues of interest for cities.
9. Participate in efforts to advance the Snohomish County cities legislative priorities.
10. Keep abreast of other legislation, policy issues and news that may affect the City.

#### Federal Legislative Work (2020 session)

1. Seek funding opportunities and advocate for transportation, environmental restoration, parks and trails (LWCF funds), public safety, and economic development projects within the City through the federal appropriations or grant processes.
2. Advocate for transportation mitigation projects and grade separation funding to mitigate the adverse impacts of increased train travel through Marysville.
3. Advocate to Congress and federal agencies on the behalf of Marysville as issues arise.
4. MIC Infrastructure support – Infra Grant.
5. Downtown/waterfront revitalization plan
6. Community Development Block Grant funding through HUD – continued support for program.
7. Homeless/mental health funding.

# *Index #12*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 1-13-2020**

|  |                           |
|--|---------------------------|
| <b>AGENDA ITEM:</b>  |                           |
| Emergency Management Performance Grant Agreement E20-133   |                           |
| <b>PREPARED BY:</b>  | <b>DIRECTOR APPROVAL:</b> |
| Diana Rose   |                           |
| <b>DEPARTMENT:</b>   |                           |
| Executive  |                           |
| <b>ATTACHMENTS:</b>  |                           |
| Emergency Management Performance Grant Agreement   |                           |
| <b>BUDGET CODE:</b>  | <b>AMOUNT:</b>            |
| 00100110.535000.G1802  | \$37,360                  |
| <b>SUMMARY: This is a U.S. Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA) Federal award for local jurisdictions with emergency management programs. The intent is to assist in the preparing for all hazards and enhance local jurisdictions capabilities.</b> |                           |

**RECOMMENDED ACTION:**  
**Council considers authorizing the Mayor to sign and execute grant agreement E20-133 and any associated amendments that do not alter the underlying purpose of the grant.**

**RECOMMENDED MOTION:**  
**I move to authorize the Mayor to sign and execute grant agreement E20-133 and any associated amendments that do not alter the underlying purpose of the grant.**

**Washington State Military Department  
EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FACE SHEET**

|  |   |  |   |   |  |  |   |
|--|---|--|---|---|--|--|---|
| 1. Subrecipient Name and Address:<br><b>City of Marysville<br/>1049 State Avenue<br/>Marysville, WA 98270-4234</b>   |   | 2. Grant Agreement Amount:<br><b>\$37,360</b>                  |   | 3. Grant Agreement Number:<br><b>E20-133</b>  |  |  |   |
| 4. Subrecipient Contact, phone/email:<br><b>Diana Rose, 360-363-8096<br/>drose@marysvillewa.gov</b>  |   | 5. Grant Agreement Start Date:<br><b>June 1, 2019</b>          |   | 6. Grant Agreement End Date:<br><b>August 31, 2020</b>  |  |  |   |
| 7. Department Contact, phone/email:<br><b>Zoie Choate, 253-512-7461<br/>zoie.choate@mil.wa.gov</b>   |   | 8. Data Universal Numbering System (DUNS):<br><b>076658673</b> |   | 9. UBI # (state revenue):<br><b>314-000-001</b>   |  |  |   |
| 10. Funding Authority:<br><b>Washington State Military Department</b> (the "DEPARTMENT") and the <b>U.S. Department of Homeland Security</b> (DHS)   |   |  |   |   |  |  |   |
| 11. Federal Funding Identification #:<br><b>EMS-2019-EP-00003-S01</b>  |   | 12. Federal Award Date:<br><b>08/05/2019</b>                   |   | 13. Assistance Listings # (formerly CFDA) & Title:<br><b>97.042 (19EMPG)</b>  |  |  |   |
| 14. Total Federal Amount #:<br><b>\$7,409,645</b>  |   |  | 15. Program Index # & OBJ/SUB-OBJ:<br><b>793PT NZ</b>   |   |  |  |   |
| 16. Service Districts:<br>(BY LEGISLATIVE DISTRICT): <b>38, 39, 44</b><br>(BY CONGRESSIONAL DISTRICT): <b>2</b>  |   | 17. Service Area by County(ies):<br><b>Snohomish</b>           |   | 18. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO<br><input type="checkbox"/> YES, OMWBE # _____ |  |  |   |
| 19. Agreement Classification<br><input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't<br><input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____  |   |  | 20. Contract Type (check all that apply):<br><input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement<br><input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency   |   |  |  |   |
| 21. Subrecipient Selection Process:<br><input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding<br><input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A<br><input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO  |   |  | 22. Subrecipient Type (check all that apply)<br><input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit<br><input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit<br><input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER |   |  |  |   |
| 23. PURPOSE & DESCRIPTION:<br><b>The purpose of the Fiscal Year (FY) 2019 Emergency Management Performance Grant (19EMPG) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan.</b><br><b>The Department is the Recipient and Pass-through Entity of the 19EMPG DHS Award Letter for Grant No. EMS-2019-EP-00003-S01, which is incorporated in and attached hereto as Exhibit F and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.</b> |   |  |   |   |  |  |   |
| IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan (Exhibit C); Timeline (Exhibit D); Budget (Exhibit E); 19EMPG Award Letter EMS-2019-EP-00003-S01 (Exhibit F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.                  |   |  |   |   |  |  |   |
| In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:<br><table style="width:100%; border:none;"> <tr> <td style="width:50%; vertical-align: top;"> <b>1. Applicable Federal and State Statutes and Regulations</b><br/> <b>2. DHS/FEMA Award and program documents</b><br/> <b>3. Work Plan, Timeline, and Budget</b> </td> <td style="width:50%; vertical-align: top;"> <b>4. Special Terms and Conditions</b><br/> <b>5. General Terms and Conditions, and,</b><br/> <b>6. Other provisions of the Agreement incorporated by reference</b> </td> </tr> </table>  |   |  |   |   |  | <b>1. Applicable Federal and State Statutes and Regulations</b><br><b>2. DHS/FEMA Award and program documents</b><br><b>3. Work Plan, Timeline, and Budget</b> | <b>4. Special Terms and Conditions</b><br><b>5. General Terms and Conditions, and,</b><br><b>6. Other provisions of the Agreement incorporated by reference</b> |
| <b>1. Applicable Federal and State Statutes and Regulations</b><br><b>2. DHS/FEMA Award and program documents</b><br><b>3. Work Plan, Timeline, and Budget</b>   | <b>4. Special Terms and Conditions</b><br><b>5. General Terms and Conditions, and,</b><br><b>6. Other provisions of the Agreement incorporated by reference</b> |  |   |   |  |  |   |
| WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.   |   |  |   |   |  |  |   |
| FOR THE DEPARTMENT:  |   |  | FOR THE SUBRECIPIENT:   |   |  |  |   |
| Signature _____  |   | Date _____   |   | Signature _____   |  |  |   |
| Regan Anne Hesse, Chief Financial Officer<br>Washington State Military Department  |   |  |   | Jon Nehring, Mayor<br>City of Marysville  |  |  |   |
| BOILERPLATE APPROVED AS TO FORM:<br>Brian E. Buchholz 6/27/2019<br>Sr. Assistant Attorney General  |   |  | APPROVED AS TO FORM (if applicable):<br>_____<br>Applicant's Legal Review Date _____  |   |  |  |   |

**SPECIAL TERMS AND CONDITIONS**

**ARTICLE I. KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

| SUBRECIPIENT |                                    | DEPARTMENT |                             |
|--------------|------------------------------------|------------|-----------------------------|
| Name         | Diana Rose                         | Name       | Zoie Choate                 |
| Title        | Risk/Emergency Manager             | Title      | Program Coordinator         |
| E-Mail       | drose@marysvillewa.gov             | E-Mail     | zoie.choate@mil.wa.gov      |
| Phone        | 360-363-8096                       | Phone      | 253-512-7461                |
| Name         | Jenn Brown                         | Name       | Tirzah Kincheloe            |
| Title        | Emergency Preparedness Coordinator | Title      | Program Manager             |
| E-Mail       | jbrown@marysvillewa.gov            | E-Mail     | tirzah.kincheloe@mil.wa.gov |
| Phone        | 360-363-8722                       | Phone      | 253-512-7456                |

**ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS**

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 19EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2019 Emergency Management Performance Grant (EMPG) document, the FEMA Preparedness Grants Manual document, the DHS Award Letter for Grant No. EMS-2019-EP-00003-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Exhibit F.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the state of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

**A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:**

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

**1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT**

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 19EMPG funds received under this Agreement casts the party receiving the funds in the role of a Subrecipient or contractor in accordance with 2 CFR 200.330.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its Subrecipient:
  - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 19EMPG funds, including, but not limited to, those contained in 2 CFR 200.
  - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 19EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2019 Emergency Management Performance Grant (EMPG) document, the DHS Award Letter for Grant No. EMS-2019-EP-00003-S01 in Exhibit F, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 19EMPG federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Exhibit F of this Agreement.

## 2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Exhibit E), an indirect cost rate agreement negotiated between the federal cognizant agency and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department Key Personnel. However, under 2 CFR 200.414(f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate but must not exceed the approved negotiated indirect cost rate percentage for the time period of the expenditures. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department Key Personnel for approval with an explanation for the change.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to [Reimbursements@mil.wa.gov](mailto:Reimbursements@mil.wa.gov) no later than the due dates listed within the Timeline (Exhibit D).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department and auditors.
- g. The Subrecipient should request **prior** written approval from Department Key Personnel to waive the due date in the Timeline (Exhibit D) and, once approved, submit those costs on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline (Exhibit D) will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the Department.
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to budget categories, as identified in the Budget (Exhibit E), to exceed 10% of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

### **3. REPORTING**

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Exhibit C) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. In conjunction with the final report, the Subrecipient shall submit a separate report detailing how the EMPG Training requirements were met for all personnel funded by federal or matching funds under this Agreement.
- d. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>, which is incorporated by reference and made a part of this Agreement.
- e. The Subrecipient shall participate in the State's Stakeholder Preparedness Review (SPR) as well as the State's Threat and Hazard Identification and Risk Assessment (THIRA), as needed.

### **4. EQUIPMENT AND SUPPLY MANAGEMENT**

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
  - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.

- ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
- iii. Inventory system records shall include:
  - A. description of the property
  - B. manufacturer's serial number, model number, or other identification number
  - C. funding source for the equipment, including the Federal Award Identification Number (FAIN)
  - D. Assistance Listings Number (formerly CFDA Number)
  - E. who holds the title
  - F. acquisition date
  - G. cost of the equipment and the percentage of federal participation in the cost
  - H. location, use, and condition of the equipment at the date the information was reported
  - I. disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
- vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department.
- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
  - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
  - B. For Equipment:

- 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.
  - 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable categories for the EMPG Program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <http://www.fema.gov/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
- If the item is not identified on the AEL as allowable under EMPG, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. The Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

## 5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/media-library/assets/documents/85376> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, including, **but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review



process **must be completed and approval received by the Subrecipient before** any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

## **6. PROCUREMENT**

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit B, A.10.
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

## **7. SUBRECIPIENT MONITORING**

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department the "2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
  - i. Review of financial and performance reports
  - ii. Monitoring and documenting the completion of Agreement deliverables
  - iii. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence
  - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
  - v. Observation and documentation of Agreement related activities, such as exercises, training, funded events, and equipment demonstrations
  - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

## **8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**

- a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language



assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

## 9. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive FY 2019 federal preparedness funding, to include EMPG, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at <https://www.fema.gov/media-library/assets/documents/130743>.

## B. EMPG PROGRAM SPECIFIC REQUIREMENTS

1. The Department receives EMPG Program funding from DHS/FEMA, which is provided to assist state, local, and tribal governments to enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).
2. A portion of the 19EMPG is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.
3. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's application for funding, as approved by the Department and incorporated into this Agreement.
4. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
5. The Subrecipient shall provide a fifty percent match of non-federal origin. The Federal share applied toward the EMPG budget shall not exceed fifty percent of the total budget as submitted in the application and approved in Budget, Exhibit E. To meet matching requirements, the Subrecipient's cash matching contributions must be considered reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in

place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.

6. All personnel funded in any part through federal award or matching funds under this Agreement shall:
  - a. Complete and record proof of completion for the NIMS training requirements outlined in the NIMS Training Program located at [https://www.fema.gov/pdf/emergency/nims/nims\\_training\\_program.pdf](https://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf) (to include ICS-100, ICS-200, IS-700, and IS-800 for most personnel). The Subrecipient will report training course completion by individual personnel along with the final report; and
  - b. Complete either (1) the FEMA Professional Development Series IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, or (2) the National Emergency Management Basic Academy. The Subrecipient will report training course completion by individual personnel along with the final report.

**C. DHS TERMS AND CONDITIONS**

As a Subrecipient of 19EMPG program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 19EMPG Award Letter and its incorporated documents for DHS Grant No. EMS-2019-EP-00003-S01, which are incorporated and made a part of this Agreement as Exhibit F.

**Washington State Military Department  
GENERAL TERMS AND CONDITIONS  
Department of Homeland Security (DHS)/  
Federal Emergency Management Agency (FEMA)  
Grants**

**A.1 DEFINITIONS**

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **“Agreement”** means this Grant Agreement.
- b. **“Department”** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **“Subrecipient”** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of “Subrecipient” is the same as in 2 CFR 200.93 for all other purposes.
- d. **“Monitoring Activities”** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **“Investment”** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

**A.2 ADVANCE PAYMENTS PROHIBITED**

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

**A.3 AMENDMENTS AND MODIFICATIONS**

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

**A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE “ADA” 28 CFR Part 35.**

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

**A.5 ASSURANCES**

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

**A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY**

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or Subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in “covered transactions” by any federal department or agency. “Covered transactions” include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or Subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries’ “Debarred Contractor List” (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services’ Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

**A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

**A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES**

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

**A.9 CONFLICT OF INTEREST**

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is

undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

#### A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.
- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every

mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 11) Notice of awarding agency requirements and regulations pertaining to reporting.
- 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books,

documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

- 14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
  - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference

#### A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

#### A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

#### A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the



part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION



The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

#### A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

#### A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

#### A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

#### A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with

the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

The Subrecipient must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" (<https://www.mil.wa.gov/emergency-management-division/grants/requiredgrantforms>) to the Department at the address listed above before this Agreement is executed and timely submit annual updates to the Department every year thereafter, and if the Subrecipient is claiming it is exempt from the audit requirements of 2 CFR Part 200 Subpart F include an explanation of the criteria for exemption.

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements

of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

**A.29 SUBRECIPIENT NOT EMPLOYEE**

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the state of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

**A.30 TAXES, FEES AND LICENSES**

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

**A.31 TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

**A.32 TERMINATION OR SUSPENSION FOR CAUSE**

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the

alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

#### A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

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The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.35 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.36 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**WORK PLAN**

**FY 2019 Emergency Management Performance Grant**

**Emergency Management Organization** City of Marysville

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention, protection, response, recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be sustained in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, train and exercise, plan, and be NIMS compliant. The Work Plan delineates the Emergency Management Organization's emergency management program planning and priority focus for this grant cycle (to include 19EMPG grant and local funds).

**Program Area #1**

**Public Information and Warning**

| WORK PLANNED  | WHY THE WORK IS BEING DONE  | RESULT OF THE WORK  |
|---|---|---|
| 1 Continue to increase and improve the city's ability to communicate both internally and externally (public outreach) in a disaster by renewing RAVE (Marysville Alerts) and SMS Public Opt-in. | Communication gaps throughout the city have been identified. The city is required to have different forms of communication for public messaging that meets the SB 5046 mandate and encompasses the whole community. | More citizens will register and the community will have real time information needed in an emergency. |

**Program Area #2**

**EOC Upgrades**

| WORK PLANNED   | WHY THE WORK IS BEING DONE   | RESULT OF THE WORK   |
|--|--|--|
| 1 Continue to provide various supplies to the newly updated EOC. | A recent EOC upgrade has been completed and supplies are needed to make it functional. | The EOC will be fully equipped and stocked with adequate supplies in the event of an activation. |

**Program Area #3**

**Public Outreach**

| WORK PLANNED  | WHY THE WORK IS BEING DONE   | RESULT OF THE WORK   |
|---|--|--|
| 1 Print and distribute various preparedness materials in different languages to the citizens of Marysville. | Due to a shortage in outreach support on a regional level, printed material for the citizens of Marysville has declined and is needed. | Up-to-date preparedness materials, in different languages, will be distributed at public events to increase emergency preparedness awareness and responsibility. |

**Program Area #4**

**Planning**

| WORK PLANNED                                      | WHY THE WORK IS BEING DONE  | RESULT OF THE WORK  |
|---|---|---|
| 1 Update the city's Hazard Mitigation Plan (HMP). | The City's HMP has not been updated and is due. Snohomish County has agreed to add the City of Marysville as an annex to the county plan. | The city's HMP will be up to date and will also coordinate with the county's overall HMP. The result will be better preparedness and coordination at both the city and county levels. |

**TIMELINE**

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**FY 2019 Emergency Management Performance Grant**

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| DATE             | TASK   |
|------------------|--|
| June 1, 2019     | Grant Agreement Start Date   |
| January 31, 2020 | Provide specifics for Unallocated Project Funds of \$3,569 by submitting an updated Spend Plan and additions to the Work Plan, as applicable |
| April 30, 2020   | Submit reimbursement request   |
| August 31, 2020  | Grant Agreement End Date   |
| October 15, 2020 | Submit final reimbursement request, final report, training requirement report, and/or other deliverables.                                    |

**BUDGET**

**FY 2019 Emergency Management Performance Grant**

**19EMPG AWARD \$ 37,360.00**

| SOLUTION                             |                         |                  |                  |  |
|--------------------------------------|-------------------------|------------------|------------------|--|
| AREA                                 | BUDGET CATEGORY         | EMPG AMOUNT      | MATCH AMOUNT     |  |
| <b>PLANNING</b>                      | Salaries & Benefits     | \$ -             | \$ -             |  |
|                                      | Overtime/Backfill       | \$ -             | \$ -             |  |
|                                      | Consultants/Contractors | \$ 14,366        | \$ -             |  |
|                                      | Goods & Services        | \$ -             | \$ -             |  |
|                                      | Travel/Per Diem         | \$ -             | \$ -             |  |
|                                      | Subtotal                | \$ 14,366        | \$ -             |  |
| <b>ORGANIZATION</b>                  | Salaries & Benefits     | \$ -             | \$ 37,360        |  |
|                                      | Overtime/Backfill       | \$ -             | \$ -             |  |
|                                      | Consultants/Contractors | \$ -             | \$ -             |  |
|                                      | Goods & Services        | \$ 19,425        | \$ -             |  |
|                                      | Travel/Per Diem         | \$ -             | \$ -             |  |
|                                      | Subtotal                | \$ 19,425        | \$ 37,360        |  |
| <b>EXERCISE</b>                      | Salaries & Benefits     | \$ -             | \$ -             |  |
|                                      | Overtime/Backfill       | \$ -             | \$ -             |  |
|                                      | Consultants/Contractors | \$ -             | \$ -             |  |
|                                      | Goods & Services        | \$ -             | \$ -             |  |
|                                      | Travel/Per Diem         | \$ -             | \$ -             |  |
|                                      | Subtotal                | \$ -             | \$ -             |  |
| <b>TRAINING</b>                      | Salaries & Benefits     | \$ -             | \$ -             |  |
|                                      | Overtime/Backfill       | \$ -             | \$ -             |  |
|                                      | Consultants/Contractors | \$ -             | \$ -             |  |
|                                      | Goods & Services        | \$ -             | \$ -             |  |
|                                      | Travel/Per Diem         | \$ -             | \$ -             |  |
|                                      | Subtotal                | \$ -             | \$ -             |  |
| <b>EQUIP</b>                         | Equipment               | \$ -             | \$ -             |  |
|                                      | Subtotal                | \$ -             | \$ -             |  |
| <b>M&amp;A</b>                       | Salaries & Benefits     | \$ -             | \$ -             |  |
|                                      | Overtime/Backfill       | \$ -             | \$ -             |  |
|                                      | Consultants/Contractors | \$ -             | \$ -             |  |
|                                      | Goods & Services        | \$ -             | \$ -             |  |
|                                      | Travel/Per Diem         | \$ -             | \$ -             |  |
|                                      | Subtotal                | \$ -             | \$ -             |  |
|                                      | Indirect                | \$ -             | \$ -             |  |
| <i>Indirect Cost Rate on file</i>    |                         | <i>0%</i>        |                  |  |
| Unallocated Project Funds            |                         | \$ 3,569         |                  |  |
| <b>TOTAL Grant Agreement AMOUNT:</b> |                         | <b>\$ 37,360</b> | <b>\$ 37,360</b> |  |

- The Subrecipient will provide a match of **\$37,360** of non-federal origin, 50% of the total project cost (local budget plus EMPG award).
- Cumulative transfers to budget categories in excess of 10% of the Grant Agreement Amount will not be reimbursed without prior written authorization from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 793PT– EMPG



**19EMPG Award Letter  
EMS-2019-EP-00003-S01**

**Award Letter**

U.S. Department of Homeland Security  
Washington, D.C. 20472



Tirzah Kincheloe  
Washington Military Department  
Building 20  
Camp Murray, WA 98430 - 5122

Re: Grant No.EMS-2019-EP-00003

Dear Tirzah Kincheloe:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2019 Emergency Management Performance Grants has been approved in the amount of \$7,409,645.00. As a condition of this award, you are required to contribute a cost match in the amount of \$7,409,645.00 of non-Federal funds, or 50 percent of the total approved project costs of \$14,819,290.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2019 Emergency Management Performance Grants Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

KIMBERLY ERIN PENFOLD Assistance Officer

**Agreement Articles**

Mon Oct 01 00:00:00 GMT 2018



U.S. Department of Homeland Security  
Washington, D.C. 20472

**AGREEMENT ARTICLES**  
**Emergency Management Performance Grants**

**GRANTEE:** Washington Military Department  
**PROGRAM:** Emergency Management Performance Grants  
**AGREEMENT NUMBER:** EMS-2019-EP-00003-S01

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### **Article I - Assurances, Administrative Requirements, Cost Principles, Representation and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

### **Article II - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### **Article III - DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

### **Article IV - Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article V - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **Article VI - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **Article VII - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

#### **Article VIII - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### **Article IX - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)- be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### **Article X - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### **Article XI - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article XII - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

#### **Article XIII - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **Article XIV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

#### **Article XV - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XVI - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

#### **Article XVII - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

#### **Article XVIII - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

#### **Article XIX - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article XX - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, codified as amended at 15 U.S.C. section 2225.

#### **Article XXI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.



### **Article XXII - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

### **Article XXIII - National Environmental Policy Act**

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

### **Article XXIV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

### **Article XXV - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

### **Article XXVI - Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

### **Article XXVII - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq.* Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

### **Article XXVIII - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### **Article XXIX - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

### **Article XXX - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XXXI - Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XXXII - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XXXIII - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### **Article XXXIV - Trafficking Victims Protection Act of 2000**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000* (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

#### **Article XXXV - Universal Identifier and System for Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

#### **Article XXXVI - USA Patriot Act of 2001**

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

#### **Article XXXVII - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XXXVIII - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

#### **Article XXXIX - Environmental Planning and Historic Preservation**

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and



Executive Orders. To access the FEMA's EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### **Article XL - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.

#### **Article XLI - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

#### **Article XLII - Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **BUDGET COST CATEGORIES**

|                  |                |
|------------------|----------------|
| Personnel        | \$4,057,037.00 |
| Fringe Benefits  | \$1,489,217.00 |
| Travel           | \$19,383.00    |
| Equipment        | \$0.00         |
| Supplies         | \$15,597.00    |
| Contractual      | \$8,805,562.00 |
| Construction     | \$0.00         |
| Indirect Charges | \$432,494.00   |
| Other            | \$0.00         |

**Obligating Document for Award/Amendment**

|   |   |  |  |                                 |
|---|---|--|--|---------------------------------|
| 1a. AGREEMENT NO.<br>EMS-2019-EP-00003-S01  | 2. AMENDMENT NO.<br>***   | 3. RECIPIENT NO.<br>916001095G   | 4. TYPE OF ACTION<br>AWARD   | 5. CONTROL NO.<br>FY2019R10EMPG |
| 6. RECIPIENT NAME AND ADDRESS<br>Washington Military Department<br>Building 20<br>Camp Murray, WA, 98430 - 5122 | 7. ISSUING FEMA OFFICE AND ADDRESS<br>FEMA-GPD<br>400 C Street, SW, 3rd floor<br>Washington, DC 20472-3645<br>POC: 866-927-5646 |  | 8. PAYMENT OFFICE AND ADDRESS<br>FEMA Finance Center<br>430 Market Street<br>Winchester, VA 22603                        |                                 |
| 9. NAME OF RECIPIENT PROJECT OFFICER<br>Tirzah Kincheloe  | PHONE NO.<br>2535127456   | 10. NAME OF FEMA PROJECT COORDINATOR<br>Central Scheduling and Information Desk<br>Phone: 800-368-6498<br>Email: Askesid@dhs.gov |  |                                 |
| 11. EFFECTIVE DATE OF THIS ACTION<br>10/01/2018   | 12. METHOD OF PAYMENT<br>PARS   | 13. ASSISTANCE ARRANGEMENT<br>Cost Reimbursement   | 14. PERFORMANCE PERIOD<br><b>From:</b> 10/01/2018 <b>To:</b> 09/30/2021<br><b>Budget Period</b><br>10/01/2018 09/30/2021 |                                 |

1 5. DESCRIPTION OF ACTION  
a. (Indicate funding data for awards or financial changes)

| PROGRAM NAME ACRONYM                    | CFDA NO. | ACCOUNTING DATA (ACCS CODE)<br>XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X | PRIOR TOTAL AWARD | AMOUNT AWARDED THIS ACTION<br>+ OR (-) | CURRENT TOTAL AWARD   | CUMULATIVE NON-FEDERAL COMMITMENT |
|---|----------|---|-------------------|--|-----------------------|-----------------------------------|
| Emergency Management Performance Grants | 97.042   | 2019-FA-GA01-R107- -4120-D                                      | \$0.00            | \$7,409,645.00                         | \$7,409,645.00        | See Totals                        |
|   |          |   | <b>\$0.00</b>     | <b>\$7,409,645.00</b>                  | <b>\$7,409,645.00</b> | <b>\$7,409,645.00</b>             |

b. To describe changes other than funding data or financial changes, attach schedule and check here.  
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)  
Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.  
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN  
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

|   |                                      |
|---|--------------------------------------|
| 17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)<br>Tirzah Kincheloe, Mrs  | DATE<br>Tue Aug 06 23:35:35 GMT 2019 |
| 18. FEMA SIGNATORY OFFICIAL (Name and Title)<br><br>KIMBERLY ERIN PENFOLD , Assistance Officer | DATE<br>Mon Aug 05 17:05:05 GMT 2019 |

# *Index #13*

**CITY OF MARYSVILLE AGENDA BILL  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 1/13/20**

|                                   |                           |
|-----------------------------------|---------------------------|
| <b>AGENDA ITEM:</b>               |                           |
| Alliant Health Benefits Agreement |                           |
| <b>PREPARED BY:</b>               | <b>DIRECTOR APPROVAL:</b> |
| Gloria Hirashima                  |                           |
| <b>DEPARTMENT:</b>                |                           |
| Executive/Finance/HR              |                           |
| <b>ATTACHMENTS:</b>               |                           |
| 1. Alliant contract.              |                           |
| <b>BUDGET CODE:</b>               | <b>AMOUNT:</b>            |
|                                   |                           |
| <b>SUMMARY:</b>                   |                           |

Department staff from Executive, Human Resources and Finance have been researching health benefits options for 2020. The City Council approved the bargaining contract for MPOA which included the benefits change. The City had obtained health benefits through the Association of Washington Cities in the past (“AWC”).

City staff met with or interviewed staff from several cities to learn about their insurance programs and experiences. Many cities operate obtain health benefits through a broker (variations of self-insurance). These inquiries led the team to issue a Request for Proposal (RFP) for Consulting and Brokerage services. Mayor and City staff interviewed firms and selected Alliant to provide a proposal to the team.

2020 health benefits will be comparable to the program benefits offered through our prior Regence plan. The new program will offer benefits through Premera. A second plan option of Kaiser Permanente will continue to be offered through AWC. Over time, staff believes that the City will be better able to control costs and benefit changes through self-insurance.

**RECOMMENDED ACTION: Staff recommends the council authorize the Mayor to negotiate and sign forms for Alliant.**

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“**Agreement**”) is effective January 1, 2020 (“**Effective Date**”) between Alliant Insurance Services, Inc., a Delaware corporation with its principal place of business at 1301 Dove Street, Suite 200, Newport Beach, CA 92660 (“**Alliant**”), and the City of Marysville, a public employer with its principal place of business at 1049 State Avenue, Marysville WA 98270 (“**Client**”). Alliant and Client may be referred to in this Agreement individually as a “Party” and together as the “Parties.”

### 1. **Services.**

- a. **Scope of Services.** Alliant shall provide the services described in Schedule I (collectively, “**Services**”) for Client’s employee benefit plan(s) for which Alliant is designated as the broker of record (“**Plan(s)**”).
- b. **Services Warranty.** Alliant warrants that the Services will be performed in a professional and workmanlike manner in accordance with industry standards and in compliance with applicable laws and regulations.

### 2. **Compensation.** As consideration for the Services, Alliant shall receive the compensation described in Schedule II.

### 3. **Client Obligations.**

- a. **Service-Specific Obligations.** Client shall be responsible for all client obligations identified in Schedule I.
- b. **Client-Provided Information.** Client shall, promptly after the Effective Date and thereafter upon Alliant’s request, provide all information requested by Alliant that may be necessary for Alliant to perform the Services, including, without limitation, information about Client, Client’s existing employee benefits plans, loss experience, and risk exposures; provided that, Client shall not provide Alliant with any individual’s personally identifiable information unless Alliant specifically requests such information in order to perform the Services. Client acknowledges that Alliant relies on such Client-provided information in order to perform the Services. Client confirms that all information it provides to Alliant will be complete and accurate.
- c. **Material Changes.** Client shall promptly report to Alliant in writing any significant changes in exposures, loss-related data, Client’s operations, coverages or limits, lines of coverage, or any other change that will change the scope or nature of Client’s insurance plans.
- d. **Review.** Client shall promptly review coverage documents, templates, and other documents for the Plan(s) provided by Alliant, the insurer, or the third party administrator (TPA), to ensure that the documents are consistent with Client’s specifications. Client shall promptly inform Alliant of any discrepancies or required changes.
- e. **Delay.** Client shall perform its obligations under this Section 3, including the obligation to provide all information requested by Alliant, as soon as practicable but no later than the dates agreed upon by Alliant and Client. Alliant is not liable for any delay or partial performance in performing the Services to the extent such delay or partial performance arises from Client’s delay in performing its obligations under this Section 3 or promptly making decisions related to the Plan(s).

#### 4. Disclaimers.

- a. **Not Legal or Tax Advice.** Alliant is not responsible for Client's compliance with any laws, regulations, and/or statutes affecting the Plan(s). None of the services, advice, recommendations, or communications provided by Alliant constitutes legal or tax advice, analysis, or opinion, and Client shall not interpret or rely on any of Alliant's services, advice, recommendations, or communications as legal or tax advice, analysis, or opinion.
- b. **No Fiduciary Relationship.** Alliant will not have discretionary authority or discretionary control with respect to the administration or management of any of the Plan(s). Alliant also will not have authority to exercise any discretion or control with regard to the management, use, or disposition of any assets of the Plan(s) and will not render any investment advice with respect to the Plan(s) or any assets of the Plan(s). Alliant's performance of the Services will not make it a "fiduciary" for purposes of the Employee Retirement Income Security Act of 1974 ("**ERISA**"), as amended. Client shall not represent that Alliant is a fiduciary for purposes of ERISA.
- c. **Plan Recommendations and Funding.** Any plans or plan provisions recommended by Alliant are solely recommendations, and Client, not Alliant, has the ultimate authority to select and modify the plans. Alliant shall have no responsibility, risk, liability, or obligation for funding the Plan(s). All responsibility, risk, liability, and obligation for funding the Plan(s) lies solely with the Plan(s) and the plan sponsor(s).
- d. **Other Brokers.** Alliant is not responsible for, and hereby disclaims all liability for, any acts, errors, and/or omissions of Client's previous brokers, consultants, and/or advisors. If Client has any employee benefits plan(s) for which Alliant is not the broker of record, Alliant is not responsible for performing any services with respect to such plan(s) and hereby disclaims all liability for any acts, errors, and/or omissions of Client's other brokers, consultants, and/or advisors.

#### 5. Confidentiality.

- a. **Definitions.** The Services and work product exchanged by the Parties under this Agreement are to be used exclusively to carry out the terms, conditions, and purposes set forth in this Agreement. During the Term, the Parties may each exchange information considered confidential, proprietary, and/or trade secret, including, without limitation, financial information, pricing information, intellectual property, ideas, concepts, systems, designs, research and technical information, business and operational policies, plans, processes, procedures and strategies, system design and operating specifications, data, recommendations, proposals, reports and similar information (collectively, "**Confidential Information**"). For purposes of this Section 5, the Party disclosing Confidential Information is the "**Disclosing Party**" and the Party receiving Confidential Information is the "**Receiving Party.**"
- b. **Exclusions.** Confidential Information does not include information that is (i) in, or that becomes part of, the public domain other than as a result of a breach of this Section 5; (ii) independently developed by the Receiving Party as demonstrated by its records; (iii) lawfully known by the Receiving Party, without any obligation of confidentiality or other restriction on use or disclosure, prior to disclosure of the information by Disclosing Party; or (iv) disclosed by a third party whom the Receiving Party has no reason to believe has any confidentiality or fiduciary obligation to such information's owner.

- c. **Legal Compulsion.** A Receiving Party may disclose Confidential Information only to the extent necessary to comply with a valid order of a court or governmental agency with proper jurisdiction or as required by law or regulation; provided that, the Receiving Party shall, to the extent allowed by law, promptly advise the Disclosing Party of the order, subpoena, or request in order to enable the Disclosing Party to employ lawful means to avoid or limit disclosure. **Either Party is also entitled to release Confidential Information as required to prosecute or defend any claim under this Agreement; provided however, that the Party seeking to release or use the information shall take all reasonable steps necessary to avoid disclosing Confidential Information, including filing documents and papers under seal.**
- d. **Public Records Act.** Alliant acknowledges that the Client is subject to the Public Records Act, chapter 42.56 RCW (the "**PRA**"). All records owned, used, or retained by the Client are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the Client or Alliant. All exemptions to the PRA are narrowly construed.
- i. **Confidential Information.** Any records provided to Client by Alliant which contain information that Alliant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that Alliant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.
  - ii. **Responding to Public Records Requests.** Client shall exercise its sole legal judgment in responding to public records requests.
  - iii. Client may rely upon the lack of notification from Alliant in releasing any records that are not marked "Confidential."
  - iv. If records identified as "Confidential" by Alliant are responsive to a PRA request, Client will seek to provide notice to Alliant at least ten (10) business days before the date on which Client anticipates releasing records. Client is under no obligation to assert any applicable exemption on behalf of Alliant. Alliant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected.
  - v. If Client, in its sole legal judgment, believes that Alliant possesses records that (1) are responsive to a PRA request and (2) were used by Client, the Client will request the records from Alliant. Alliant will, within ten (10) business days:
    1. Provide the records to Client in the manner requested by Client;
    2. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
    3. Provide an affidavit, in a form acceptable to the City Attorney, specifying that Alliant has made a diligent search and did not locate any requested documents.

- vi. Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, Alliant shall indemnify and defend Client from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, reasonable attorneys' fees and litigation expenses), suits, judgments, or damages (collectively "**Damages**") arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of Alliant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.
- e. Non-Disclosure; Reasonable Efforts.** Except as otherwise provided in this Agreement or as required by applicable law, a Receiving Party shall not distribute, use, or rely upon Confidential Information without the Disclosing Party's permission. Additionally, except as otherwise provided in this Agreement, a Receiving Party shall not directly or indirectly communicate, divulge, or otherwise disclose the Confidential Information to any unauthorized person or entity. The Parties shall employ reasonable and customary business practices to protect and secure Confidential Information from unauthorized release or distribution and to limit access and usage of Confidential Information to those employees, officers, directors, agents, subcontractors, representatives, and advisors (including, without limitation, attorneys, accountants, and financial advisors) (collectively, its "**Representatives**") who have legitimate "need to know" the information in order to perform under this Agreement and who are bound by obligations of confidentiality no less restrictive than this Section 5. The Receiving Party will be liable for any breach of this Agreement by any of its Representatives.
- f. Ownership of Confidential Information.** Except as otherwise provided in this Agreement, Confidential Information is and remains the absolute and exclusive property of the Disclosing Party and its unique and variable asset.
- g. Return of Confidential Information.** Upon this Agreement's termination or earlier upon the Disclosing Party's request, the Receiving Party shall promptly return all Confidential Information, including all copies, received in non-electronic form and shall destroy all information received electronically. Notwithstanding anything to the contrary in this Agreement, the Receiving Party may retain copies of Confidential Information in order to comply with legal or regulatory requirements and any electronic files automatically saved pursuant to its archiving and document retention procedures and that cannot reasonably be deleted; with respect to all such retained copies, the Receiving Party will remain subject to the confidentiality obligations stated in this Section 5 for so long as the copies are retained.
- h. Survival.** The obligations contained in this Section 5 will survive termination of this Agreement for a period of two years or longer as required by law. Nothing in this section limits or otherwise diminishes the protections afforded to trade secret information or by applicable law.
- i. Injunctive Relief.** A breach of this Section 5 may cause irreparable injury to a Disclosing Party. For this reason, in the event of a breach, a Disclosing Party is entitled to seek injunctive relief or other equitable relief, without prejudice to any other remedies that may be available.
- 6. Licenses and Ownership.**



- a. **Media License.** To the extent that Alliant will prepare benefit brochures, open enrollment materials, or other benefit communications for Client's employees (collectively, "**Benefit Materials**"), and Client has or will provide photographs, images, other media, trademarks, and/or logos (collectively, "**Media**") to include in the Benefit Materials, Client hereby grants Alliant a worldwide, perpetual, royalty-free, non-exclusive, sublicensable right and license to use the Media in the Benefit Materials. This license includes the right to use, reproduce, edit, crop, retouch, distribute, and create derivative works of the Media as needed to incorporate the Media into the Benefit Materials and to otherwise prepare and distribute the Benefit Materials. Client represents and warrants that (i) it is the owner of the Media or has the right to grant Alliant the licenses to use the Media, free of all liens, claims, and encumbrances; and (ii) Alliant's use of the Media as specified in this Agreement will not infringe the rights, including the personal or proprietary rights, of any other party.
- b. **Other Client Information.** Client hereby grants Alliant a worldwide, royalty-free, non-exclusive, sublicensable, and revocable license to use all Client-provided information as necessary to provide the Services. Client represents and warrants that it has or will obtain the necessary consents from each individual before providing or otherwise disclosing any of the individual's personally identifiable information to Alliant.
- c. **Ownership.** Except as otherwise expressly stated in this Agreement, Client will retain all ownership rights in the Media and other Client-provided information. Alliant will retain all ownership rights to all information, data, benefit analysis, materials, specifications, and products supplied by Alliant (collectively, "**Work Product**"), together with all intellectual property rights in the Work Product. Work Product is solely for use by Client and its Plan(s) and may not, without Alliant's prior written consent, be shared with anyone other than Client's employees and advisors who have a legitimate need to know, Plan participants and beneficiaries, or as required by law.

## 7. **Term and Termination.**

- a. **Term.** Unless terminated in accordance with this Section 7, this Agreement will have an initial term of one year and will automatically renew for two additional one year periods unless Client gives written notice of its intent not to renew for the following year to Alliant no later than August 31<sup>st</sup>. The Initial Term and all Renewal Term(s) are collectively the "**Term.**"
- b. **Termination.**
  - i. **For Convenience.** Either Party may terminate this Agreement by notifying the other Party in writing of its intent not to renew the Agreement. Additionally, during any Renewal Term, either Party may terminate this Agreement for any reason upon prior written notice.
  - ii. **For Cause.** During the Initial Term or any Renewal Term, either Party may terminate this Agreement if the other Party's material breach remains uncured for 30 days following its receipt of the terminating Party's written notice of the breach.
- c. **Final Fees.** No later than 30 days after this Agreement's termination, Alliant shall issue a final invoice for any services performed and expenses incurred by Alliant on

or before the Agreement’s effective date of termination and that remain payable by Client. The Client shall pay such invoice within 45 days of its receipt of the invoice.

d. **Survival.** Except as otherwise stated in this Agreement, the rights and obligations contained in Sections 5, 7, 8, 9, 10, and 11 of this Agreement shall survive the termination of this Agreement.

8. **Indemnification.** Indemnification and Hold Harmless. Alliant shall defend, indemnify, and hold Client, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including reasonable attorneys’ fees, arising out of or resulting from the acts, errors, or omissions of Alliant in performance of this Agreement, provided that, notwithstanding anything stated to the contrary herein, Alliant’s indemnification obligations do not include any portion of the claims, injuries, damages, losses, suits, or other liability (including reasonable attorneys’ fees) that arise from Client’s, including Client’s officers, officials, employees, and/or volunteers, own acts, negligence, errors, or omissions. The provisions of this section shall survive the expiration or termination of this Agreement.

9. **Limitation of Liability.** Alliant will not be liable to Client for any special, indirect, consequential, or punitive damages arising out of this Agreement, even if Alliant knows of the possibility of such damages. Additionally, Alliant will not be liable to Client for damages of any kind in an amount in excess of the total amount Client paid to Alliant for the Services in the twelve-month period preceding the incident giving rise to such liability. Notwithstanding the foregoing, nothing in this Section 9 shall limit a Party’s indemnification obligations under Section 8 or limit a Party’s liability resulting from the Party’s fraud, gross negligence, or willful misconduct.

10. **Disputes.** The Parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

11. **Miscellaneous.**

a. **Independent Contractor.** Alliant is an independent contractor for Client. This Agreement does not create a partnership, joint venture, franchise, employment, or any agency relationship between the Parties. Neither Party has any authority to act on behalf of the other Party or bind the other Party in any respect; provided, however, that Alliant has the authority to act as a broker on behalf of Client as contemplated hereunder.

b. **Notice.** All notices given under this Agreement shall be in writing and deemed given: (i) on the business day when delivered personally; (ii) one business day after being sent by a reputable overnight courier services (charges prepaid); or (iii) five business days after being sent by certified mail (charges prepaid). Notices must be sent to the Party’s following address or any other address that the Party designates by proper notice:

If to Client:

City of Marysville  
 1049 State Avenue  
 Marysville, WA 98270  
 Attn: Gloria Hirashima

If to Alliant:

Alliant Insurance Services, Inc.  
 1420 5<sup>th</sup> Avenue, Suite 1500  
 Seattle, WA 98101  
 Attn: Julie Forinash

With a copy to:

General Counsel  
701 B Street, 6<sup>th</sup> Floor  
San Diego, CA 92101

- c. **Governing Law; Venue.** This Agreement has been executed and delivered in the State of Washington, and the validity, enforceability, and interpretation of any of its provisions shall be determined and governed by the applicable laws of this state, without regard to any conflict of law provisions. The exclusive venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.
- d. **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that prior written consent will not be required for a Party to assign this Agreement to its successor in interest after a merger, consolidation, reorganization, or sale of substantially all of that Party's assets. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.
- e. **Waiver.** A Party's failure to enforce any provision of this Agreement shall not be construed as a waiver of that provision and shall not prevent the subsequent enforcement of each and every provision of this Agreement.
- f. **No Third Party Beneficiaries.** Except as stated in this Agreement, this Agreement does not create any right or cause of action in or on behalf of any person or entity other than the Parties.
- g. **Entire Agreement; Amendments; Severability.** This Agreement, together with its attached schedules, constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals of any kind, whether written, oral, express or implied, related to its subject matter. Any modification to this Agreement must be in writing and signed by authorized representatives of both Parties. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, that provision will be severed from this Agreement without affecting the validity or enforceability of all other provisions of this Agreement, which will remain in full force and effect.
- h. **Construction.** The Parties jointly negotiated the terms of this Agreement and each Party has had an opportunity to review and discuss each provision with legal counsel, to the extent desired. Therefore, the normal rule of construction that construes any ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

**SO AGREED:**

**City of Marysville**

By: \_\_\_\_\_

Name:

Title:

**Alliant Insurance Services, Inc.**

By:  \_\_\_\_\_

Name: Julie Forinash

Title: VP, Consultant

## SCHEDULE I

### SERVICES

“Standard” services as indicated in this Schedule I are included in fees. If an additional fee applies, it is indicated below. Except where specified, the services set forth below do not include the provision of TPA services.

|   |          |
|---|----------|
| <b>A. Strategic Benefit Consulting</b>  |          |
| 1. Quarter One - Annual benefit objective setting and development of strategic plan with post-open enrollment review, if applicable.                      | Standard |
| 2. Quarter Two Meeting – Planning or Pre-renewal  | Standard |
| 3. Quarter Three Meeting - Pre-renewal or Renewal   | Standard |
| 4. Quarter Four Meeting – Renewal or Open Enrollment  | Standard |
| 5. Agenda, meeting notes and project management   | Standard |
| 6. Annual service/benefit calendar  | Standard |
| 7. Introduction to new and progressive benefit innovations  | Standard |
| 8. Benchmarking   | Standard |
| <b>B. Health &amp; Productivity Consulting</b>  |          |
| 1. Development and alignment of health and productivity strategy including incentive design in coordination with annual benefit planning and goal setting | Standard |
| 2. Annual review of Incentive design review in partnership with compliance team, if needed  | Standard |
| 3. Assistance in procuring carrier dollars for wellness and leveraging carrier solutions  | Standard |
| 4. Access to annual benchmarking reports, updates on industry trends and proprietary health and wellness toolkits and templates                           | Standard |
| 5. Assistance in implementing wellness champion programs, facilitating meetings and implementing culture building policies and strategies                 | Standard |
| 6. Access to health education library includes posters, pamphlets and monthly employee facing newsletter  | Standard |
| 7. Vendor review, market assessment and project management of implementation, as needed   | Standard |
| <b>C. Annual Renewal Report &amp; Financial Analysis</b>  |          |
| 1. Vendor marketing (as required)   | Standard |
| a. Pre-qualify potential vendors and develop bid specs  | Standard |
| b. Detailed evaluation of plan design, cost and funding alternatives  | Standard |

|   |                              |
|---|------------------------------|
| 2. Premium rate and service fee negotiation   | Standard                     |
| 3. Benefit analysis and plan design modeling (self-funded)  | Standard                     |
| 4. Employee contribution strategy   | Standard                     |
| 5. Annual cost summary  | Standard                     |
| 6. Underwriting calculations  |                              |
| a. Annual Renewal Projection  | Standard – Self-funded       |
| b. Annual High Claims Analysis  | Standard – Self-funded       |
| c. Quarterly IBNR   | Standard – Self-funded       |
| 7. Experience Reports (monthly, quarterly)  | Standard – Quarterly/Monthly |
| <b>D. Plan Implementation &amp; Administration Support</b>  |                              |
| 1. Project Management of vendor relationship  |                              |
| a. Regular evaluation of service providers  | Standard                     |
| b. Resolve problems relating to vendor performance  | Standard                     |
| c. Network updates  | Standard                     |
| d. Assist in resolving claim problems or procedures, plan design issues, billing problems, etc.                   | Standard                     |
| 2. Create custom employee communication campaign and materials to include:  |                              |
| a. Branded benefit summary  | Standard                     |
| b. Open enrollment memos  | Standard                     |
| c. Annual notices (i.e. Medicare Part D, CHIP, etc.)  | Standard                     |
| d. Open enrollment PPT presentations  | Standard                     |
| e. Ben-IQ Mobile application  | Standard                     |
| f. Employee portal  | Standard                     |
| g. Home mailings  | Standard                     |
| h. Wallet cards   | Standard                     |
| i. Total compensation statements  | Standard                     |
| 3. Coordinate/conduct open enrollment meetings and/or benefits fairs  |                              |
| a. WebEx  | Standard                     |
| b. Travel for meetings  | Standard                     |
| c. Travel for meetings in locations with less than 25 employees   | Standard                     |
| 4. Benefit Advocate Department – Assist HR, employees and families with benefit questions, claims issues, appeals | Standard                     |
| a. Quarterly utilization reports  | Standard                     |

|   |          |
|---|----------|
| <b>E. Compliance Consulting</b>   |          |
| <b>1. Plan Administration Support</b> <ul style="list-style-type: none"> <li>a. Integrated daily support from assigned in house compliance professional</li> <li>b. Risk analysis and recommendations for short term and long term plan design strategies</li> </ul>  | Standard |
| <b>2. Ongoing Client Education</b> <ul style="list-style-type: none"> <li>a. Compliance Alerts</li> <li>b. Compliance Updates</li> <li>c. Alliant Insights (white papers)</li> <li>d. Friday Fast Facts</li> <li>e. Quarterly HRCI accredited webinars</li> <li>f. Compliant with Alliant Podcast</li> </ul>  | Standard |
| <b>3. Annual Reporting and Disclosure Support</b> <ul style="list-style-type: none"> <li>a. Facilitate annual 5500 Preparation and Filing</li> <li>b. Wrap SPD Plan Document</li> <li>c. Summary Material Modification</li> <li>d. Customizable Compliance Calendar and Checklist</li> <li>e. Annual Notices Package</li> <li>f. PCORI Fee Calculation Support</li> </ul> | Standard |
| <b>4. HIPAA Compliance Infrastructure</b> <ul style="list-style-type: none"> <li>a. Review plan design and recommend HIPAA compliance strategy</li> <li>b. Implementation-ready HIPAA Privacy &amp; Security Policies and Procedures</li> <li>c. HIPAA Training for Benefits Team</li> </ul>  | Standard |
| <b>5. Practical Compliance Tools</b> <ul style="list-style-type: none"> <li>a. Cadillac Tax Modeler</li> <li>b. ACA Employer Reporting Guide</li> <li>c. Pay or Play Risk Assessment</li> <li>d. ACA Health Care Reform Review Analysis</li> </ul>  | Standard |
| <b>F. Human Resources Consulting (ThinkHR)</b>  | Standard |
| <b>G. Benefit Administration Outsourcing</b>  |          |
| 1. Vendor RFP and evaluation  | Standard |
| 2. Implementation support   | Standard |

**SCHEDULE II**  
**COMPENSATION**

1. **Compensation.** As consideration for the Services, Alliant shall receive the following compensation:
  - a. **Fees and Payment.**
    - i. **Fees.** The fee for the standard Services will be \$23.30 per employee per month.
    - ii. **Payment.** Client shall pay any fee hereunder within 45 days of its receipt of invoice.
  - b. **Changes in Services.** If Client requests a change in Services or if changes in Client's size, operations, or organization require a change in the scope and/or nature of the Services and/or Plans, the compensation described in this Section 1 will be adjusted accordingly.
2. **Transparency and Disclosure.** Upon Client's reasonable request, Alliant will disclose compensation it receives, where possible, in connection with any insurance placements on behalf of Client under Alliant's "Transparency and Disclosure" policy, a copy of which is made available upon request. Pursuant to its policy, Alliant will conduct business in conformance with all applicable insurance regulations and in advancement of the best interests of its clients. In addition, Alliant's conflict of interest policy precludes it from accepting any form of broker incentives that would result in business being placed with carriers in conflict with the interests of Alliant's clients.
3. **Services Included in Cost of Premium.** In addition to the compensation described in this Schedule II, Alliant and/or its related entities may receive additional compensation for underwriting, program administration, and other services that are (a) provided to either Client or the insurance carrier, (b) not contracted for directly by Client, and (c) outside the scope of Services described in Schedule I. This additional compensation, if any, will be included in the cost of the premium Client pays to the carrier and accordingly, will create no additional cost for Client. Notwithstanding this paragraph, any services contracted for directly by Client may be subject to additional costs, as provided in Section 1 above.
4. **Indirect Income.** Alliant has provided the City of Marysville with an "opt-out" form for review and sign off. The form may also be found on Alliant's website: <http://www.alliant.com/Legal-Notices/Pages/Disclosure-Policy.aspx>. The City of Marysville has elected to have the premium associated with all policies managed by Alliant excluded from consideration in any and all contingent and supplemental income.

# *Index #14*



**CITY OF MARYSVILLE AGENDA BILL****EXECUTIVE SUMMARY FOR ACTION****CITY COUNCIL MEETING DATE:**

|   |                            |
|---|----------------------------|
| <b>AGENDA ITEM:</b>   |                            |
| ILA with Whatcom County Parks & Recreation for the use of the Whatcom Co. gun range |                            |
| <b>PREPARED BY:</b>   | <b>DIRECTOR APPROVAL:</b>  |
| Mark Thomas   | Jeff Goldman, Police Chief |
| <b>DEPARTMENT:</b>  |                            |
| Police  |                            |
| <b>ATTACHMENTS:</b>   |                            |
| ILA with Whatcom County Parks & Recreation  |                            |
| <b>BUDGET CODE:</b>   | <b>AMOUNT:</b>             |
| 00103.222.54400   | \$12,716.30                |
| <b>SUMMARY:</b>   |                            |

This is a renewal of an Interlocal Agreement between the Whatcom County Parks & Recreation and the City of Marysville, which provides the Marysville Police Department with 18 days of range time for the calendar year of 2020. *Attached*

The Whatcom County Range offers us the unique quality of having both an indoor and outdoor range side by side. This allows us to qualify and shoot on the same day our patrol rifles and handguns. The flexibility and use of the range allows us to create and execute specific firearms training drills that other local ranges simply cannot offer. The Marysville Police SWAT Team also uses the Whatcom County Range for SWAT firearms training that is separate and additional to department wide training, but included in the 18 days we are requesting.

Over the last couple of years we have had the ability to store some of shooting supplies like paper targets, steel targets, cones, plywood target holders, and other miscellaneous items on the range property, which has greatly enhanced the efficiency of our training, and reduces significantly the amount hours needed on range day for preparation and clean up.

**RECOMMENDED ACTION:**

Staff respectfully recommends City Council authorize the Mayor to sign the attached agreement authorizing the Interlocal Agreement between the Whatcom County Parks & Recreation and the City of Marysville for the use of the Whatcom County Range.

INTERLOCAL COOPERATIVE AGREEMENT  
 BETWEEN  
 WHATCOM COUNTY (PARKS & RECREATION)  
 AND CITY OF MARYSVILLE POLICE DEPARTMENT

THIS AGREEMENT is made and entered into by and between Whatcom County (Parks & Recreation Department) ("County") and City of Marysville Police Department (Contracting Entity), collectively referred hereinafter as the "Parties." This Agreement is entered into pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act. The Department or Party contracting with Whatcom County shall hereinafter be identified by name or as the "Contracting Entity."

**1. PURPOSE:**

For the use by the Contracting Entity of the County's Plantation Rifle Range (Range) located at 5102 Samish Highway, Whatcom County, Washington. The Plantation Rifle Range has two separate shooting ranges identified and named as Pistol & Smallbore Rifle Range (Smallbore) and High Power Rifle & Trap Range (High Power). These facilities are to be used by the Contracting Entity in accordance with the use terms as set forth in this Agreement for Law Enforcement training purposes.

The Contracting Entity is contracting with the County for use of the Range for the purpose of the Contracting Entity to provide firearms qualifications, practice or training for commissioned and non-commissioned personnel of the Contracting Entity.

It is understood and agreed by the Parties that the County shall provide no training or supervision at the Facility during the Contracting Entity's exclusive or individual use periods. The County shall provide, upon request by the Contracting Entity's Supervisor or Coordinator, assistance to the individual Supervisor or Coordinator, in familiarizing them with the operations of facilities, equipment, and other infrastructure necessary to facilitate the Contracting Entity's use under the terms of this Agreement.

It is understood and agreed by the Parties that the Contracting Entity is a qualified law enforcement agency, or equivalent entity, such that their supervisor and/or participants are experienced with and trained in the use of firearms and firearm safety. The County shall have no duty to train or assist the Contracting Entity with firearm safety or rifle range safety.

It is understood and agreed by the Parties that during the exclusive use of the Range by the Contracting Entity, there will be no County staff or agents present or provided at the Range, unless a County staff member is present doing other tasks or duties unrelated to the Contracting Entity's use of the Range. The County is not providing any County employees, staff or assistance, oversight or supervision to the Contracting Entity during their use at the Range.

**2. RESPONSIBILITIES**

**WHATCOM COUNTY PARKS & RECREATION DEPARTMENT RESPONSIBILITIES:**

The Parks and Recreation Department shall make available to the Contracting Entity the Plantation Rifle Range at such time and under such conditions as are hereinafter set forth.

**CONTRACTING ENTITY RESPONSIBILITIES:**

A. The Contracting Entity shall provide all targets, target standards, ammunition and other materials necessary for the use of the Range. All ammunition used on the Indoor Range will be restricted to

a round utilizing a Total Metal Jacket (TMJ) or Jacketed Hollow Point (JHP) bullet having muzzle energy not greater than 400 foot pounds.

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- B. Schedule, in advance, with Whatcom County's representative exclusive use days for the Smallbore and High Power ranges.
- C. Assume full responsibility for safety of the entire Range during any period of exclusive use by the Contracting Entity.
- D. Be responsible for the conduct of members of the Contracting Entity while on the Range during exclusive use periods. Should any member violate the rules of the Range or safety rules, such member shall be immediately prohibited from further use of the Range that day and may not be allowed further use until such time the member is appropriately trained and the Contracting Entity feels assured that no further Range or safety rules will be violated by that member.
- E. Designate, and report to the County's Representative the name of an individual who shall act as a qualified supervisor and coordinator of all Contracting Entity's activities at the Range. This individual shall be the person with whom the County's Representative will work in connection with day-to-day matters of Range use, and who will be in direct charge during actual Range use.
- F. There shall be a Contracting Entity supervisor or coordinator and a Contracting Entity Range Safety Officer present at the Range at all times during exclusive use. The supervisor or coordinator shall terminate use of the range if any danger or safety risk is present at the facility and provide immediate electronic or verbal notice to the County, followed by a written notice to the County within 24 hours detailing the danger or safety risk. The Range Safety Officer shall be responsible for supervising safe shooting activities, monitor and enforce safety and range rules, and range operations during times of exclusive use. (The Range Safety Officer may also function as the supervisor or coordinator.)
- G. A written report of all accidents, damage or injury that occurs shall be provided immediately or no later than 24 hours to the County. The written report shall provide sufficient details of the incident, including the date, time, circumstances and nature of injury or damage, and the name of the injured party, witnesses and Contracting Entity's Supervisor present at the time of the incident. The written report shall be submitted to Whatcom County Parks and Recreation Department Office or to the Range County personnel.
- H. Check out the Range key from the County's Representative. The Range key provides limited access to Range facilities. Access shall include: entry gate access, access to approved facilities, and public spaces. The Contracting Entity shall maintain control of the issued key at all times, including keeping the key secured when not in use and maintaining a log of any employees provided use of the key. The Contracting Entity shall not provide access to the key for vendors or contractors for any purpose. Any keys provided to the Contracting Entity may not be copied or duplicated.
- I. The Contracting Entity shall maintain a sign-in log for each exclusive use day. The log shall include, at a minimum, the signature of the Contracting Entity supervisor or coordinator, the Range Safety Officer, their phone numbers and all employees participating in Contracting Entity activities. The sign-in logs shall be provided to the County's Representative at least quarterly.
- J. The Contracting Entity and its participants must comply with all Federal, State and local laws.
- K. All litter, trash, or debris left by the Contracting Entity shall be picked up and disposed of in appropriate receptacles provided at the Range.
- L. No minors are allowed to be present at the Range during exclusive use.

M. The Contracting Entity shall pay all costs associated with damage, destruction, or loss to the County at the Facilities as a result of the Contracting Entity's use and/or presence at the Range.

**USE OF THE RANGE**

A. The Contracting Entity shall have exclusive use of the Range in the year 2020 for Eighteen (18) eight (8) hour days. The Contracting Entity will have the option of splitting an 8-hour day into two 4-hour days. All dates and times shall be determined by mutual agreement by the Contracting Entity and Whatcom County Parks and Recreation Department representatives.

This exclusive use shall be by mutual agreement of both the Contracting Entity and the Whatcom County Parks and Recreation Department. Use dates scheduled, that are not canceled 48 hours in advance will be charged against the Contracting Entity's contract.

B. Individual members of the Contracting Entity, who are counted as officers upon presentation of their Contracting Entity Law Enforcement identification card, shall be entitled to use of Range facilities without payment of regular fees. Provided, such use shall:

- Be during periods when the Range is normally scheduled to be opened to the general public;
- Be subject to all rules and conditions of use by the general public except for payment of fees;
- Not interfere with normal, customary use of the Range;
- The use is for practice and training as an officer.
- Does not include supplies or Trap Range use.
- Rights or use under this Agreement is not extended to Contracting Entity's family or friends.

**3. TERM OF AGREEMENT:**

The term of this Agreement shall be from January 1, 2020 through December 31, 2020.

**4. MANNER OF FINANCING:**

A. Contracting Entity shall pay a fee of Twelve Thousand, Seven Hundred Sixteen Dollars and Thirty Cents (\$12,716.30).

|             |                       |                              |
|-------------|-----------------------|------------------------------|
| 18 Days     | @ \$590.95 per day    | = \$ 10,637.10(includes tax) |
| 80 Officers | @ \$18.99 per officer | = \$ 1,519.20 (includes tax) |
|             | Storage Unit          | = \$ 560.00                  |
|             | Total                 | = \$ 12,716.30               |

B. The payment shall be due on or before sixty days of signed contract. Any additional days may be scheduled by mutual agreement of both parties. Payment for any use beyond the annual Eighteen (18) day period shall be due within 30 days from approved contract.

**5. ADMINISTRATION:**

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The Contracting Entity's representative shall be Officer Dan Vinson, (425) 754-8338, [DVinson@Marysvillewa.gov](mailto:DVinson@Marysvillewa.gov).

5.2 Whatcom County's representative shall be Ryan Laureau, (or Designee) Regional Park Supervisor (360) 676-9770, [RLaureau@co.whatcom.wa.us](mailto:RLaureau@co.whatcom.wa.us).

**6. TREATMENT OF ASSETS AND PROPERTY:**

No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

**7. INDEMNIFICATION:**

To the fullest extent permitted by law, the Contracting Entity agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contracting Entity, its employees, agents, participants or volunteers or Contracting Entity's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with Contracting Entity's activity and use under this Agreement; or 3) are based upon the Contracting Entity or their participants, employees, agents, or volunteers, or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contracting Entity shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County.

This indemnification obligation of the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contracting Entity are a material inducement to County to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contracting Entity's indemnity obligations under this Agreement.

The Contracting Entity agrees all Contracting Entity's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contracting Entity enters into subcontracts to the extent allowed under this Agreement, the Contracting Entity's subcontractors shall indemnify the County on a basis equal to or exceeding Contracting Entity's indemnity obligations to the County. All insurance shall be per occurrence.

**8. INSURANCE:**

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party.

**9. TERMINATION:**

Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:**

The Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

**10. EXTENSION:**

This Agreement be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three (3) years.

**11. SEVERABILITY:**

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

**12. ENTIRE AGREEMENT:**

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

Marysville Police Department

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Jon Nehring, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Contracting Entity, Attorney

Contracting Entity Chief and Representative: APPROVAL:

\_\_\_\_\_

WHATCOM COUNTY

\_\_\_\_\_  
, County Executive

STATE OF WASHINGTON)  
) ss.  
COUNTY OF WHATCOM )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared JACK LOUWS, to me known to be the County Executive of WHATCOM COUNTY and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission expires:

WHATCOM COUNTY PARKS & RECREATION  
DEPARTMENT

\_\_\_\_\_  
Michael McFarlane, Director

APPROVED AS TO FORM:

\_\_\_\_\_  
County Deputy Prosecuting Attorney

# *Index #15*



**CITY OF MARYSVILLE AGENDA BILL  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 13, 2020**

|  |                           |
|--|---------------------------|
| <b>AGENDA ITEM:</b>  |                           |
| Ending Homeless Program Agreement Contract between Snohomish County and the City of Marysville   |                           |
| <b>PREPARED BY:</b>  | <b>DIRECTOR APPROVAL:</b> |
| J. Goldman, Interim Chief of Police  |                           |
| <b>DEPARTMENT:</b>   |                           |
| Police Department  |                           |
| <b>ATTACHMENTS:</b>  |                           |
| Exhibit A (Specific Terms and Conditions First Responders Flex Funds) – Exhibit B (Statement of Work/Project Description First Responders Flex Funds) – Exhibit C (Draft) Contract Budget-Cost Reimbursement First Responders Flex Fund) |                           |
| <b>BUDGET CODE:</b>  | <b>AMOUNT:</b>            |
|  |                           |
| <b>SUMMARY:</b>  |                           |

The Exhibits attached with this Council Agenda Bill reflect a renewal of the Ending Homeless Program Agreement between Snohomish County and City of Marysville otherwise described as Flex Funds.

This funds are awarded to the City of Marysville to be utilized specifically by the Embedded Social Worker Program Team to facilitate the removal of barriers to housing and/or abate emergency situations.

The funds are reimbursed monthly by submittal of itemized expenditures completed by Officer Michael Buell and Rochelle Longman (Embedded Social Worker Law Enforcement Team).

All final documents are pending from the Snohomish Contact Unit and will also provide Exhibit D (Approved Invoice Form) which is outlined in Section III Cost Reimbursement C. (Page 2 of 2) of Exhibit A.

The total sum of Flex Funds awarded to the City of Marysville is \$11,295.00. The duration for this contract is from January 1, 2020 to December 31, 2020.

|                            |
|----------------------------|
| <b>RECOMMENDED ACTION:</b> |
|----------------------------|

**EXHIBIT A**

**SPECIFIC TERMS AND CONDITIONS**

**FIRST RESPONDERS FLEX FUNDS**

**I. TERMS AND CONDITIONS**

This Ending Homelessness Program Agreement (hereinafter the Contract) is made by and between Snohomish County (hereinafter the County) and the City of Marysville (hereinafter the City).

**A. Designation**

1. The City expressly agrees to undertake that certain Ending Homelessness Program (EHP) project more fully described in Exhibit B, Statement of Work (hereinafter the Project). EHP funding for the Project is authorized by Section 9 of Chapter 484, Laws of 2005 (as amended by Laws of 2007, Chapter 427; Laws of 2009, Chapter 462; Laws of 2011, Chapter 110; Laws of 2012, Chapter 90) "Document Recording Surcharge—Services for the Homeless the "Legislation." The Washington legislature authorized the imposition of a surcharge for the recording of documents with county auditors. A portion of that surcharge is to be used by counties for programs which directly accomplish the goals of counties' homeless housing plans.
2. The undertaking of the Project and City's performance under this Contract shall be in full accordance with the Legislation, codified as Revised Code of Washington ("RCW") Chapters 36.22.1791, and 43.185C and all other applicable laws, ordinances, rules and regulations not inconsistent therewith, including licensing, permitting and accreditation requirements, in all activities funded in whole or in part with funds provided under this Contract to carry out the Project.

**B. Financial Award**

The City is hereby awarded the total sum indicated in the Approved Contract Budget (Exhibit C) to provide funding for the undertaking and performance of the Project.

**II. OTHER REVENUES**

The City certifies that work to be performed under this Contract will not supplant other existing funding sources.

### III. COST REIMBURSEMENT

- A. Flex Funds awarded under this Contract will be reimbursed on a cost reimbursement basis in support of the Statement of Work (Exhibit B) and the Approved Project Budget (Exhibit C).
- B. The City shall submit monthly requests for reimbursement using the Approved Invoice (Exhibit D) provided by the County.
- C. The City shall submit supporting documentation for requests for reimbursement of expenses covered by Flex Funds with the Approved Invoice (Exhibit D). This documentation shall identify the item(s) purchased and cost of expenses covered by Flex Funds. The City shall also maintain on record itemized receipts of expenses covered by Flex Funds under this Contract.

DRAFT

## EXHIBIT B

### STATEMENT OF WORK / PROJECT DESCRIPTION

#### FIRST RESPONDERS FLEX FUND

##### I. DESCRIPTION

- A. The Project shall assist Participants remove barriers to housing and/or abate emergency situations through the provision of Flex Fund assistance.
- B. The Project shall serve eligible Participants only. Participants must be individuals/families experiencing homelessness or at risk of homelessness.

##### II. PROGRAM ACTIVITIES

In compliance with the terms of the Contract, the City shall perform the tasks and services as follows:

- A. The City shall develop a process to disburse Flex Funds to First Responders/Social Workers, not to exceed the total amount included in the Approved Project Budget (Exhibit C).
- B. First Responders/Social Workers shall access Flex Funds in order to procure goods and/or services directly related to the needs of Participants, which cannot be met through existing categorical services or formal/informal community mechanisms. Examples of such purchases may include, but are not limited to shelter, food, clothing, medical care, transportation, or other basic needs.
- C. Flex Funds shall not be paid directly to the Participants or used for the purchase of alcohol, tobacco, vaping products, or marijuana products.
- D. The City shall submit supporting documentation for expenses covered by Flex Funds with the Approved Invoice (Exhibit D) for reimbursement.

##### III. REPORTS

The City shall submit one narrative each quarter providing a description of at least one individual or family that was able to remove a barrier to housing or abate an emergency situation as a result of the Project.

**EXHIBIT C DRAFT**  
**CONTRACT BUDGET - COST REIMBURSEMENT**  
**FIRST RESPONDERS FLEX FUND**

**AGENCY NAME:** City of Marysville  
**CONTRACT PERIOD:** 1/1/2020 to 12/31/2020

**FUNDS AWARDED UNDER CONTRACT:**

| REVENUE SOURCE              | FUNDING PERIOD         | AMOUNT           | AMENDMENT   | TOTAL AMOUNT     |
|-----------------------------|------------------------|------------------|-------------|------------------|
| EHP                         | 1/1/2020 to 12/31/2020 | \$ 11,295        |             | \$ 11,295        |
|                             |                        |                  |             | -                |
|                             |                        |                  |             | -                |
|                             |                        |                  |             | -                |
|                             |                        |                  |             | -                |
|                             |                        |                  |             | -                |
| <b>TOTAL FUNDS AWARDED:</b> |                        | <b>\$ 11,295</b> | <b>\$ -</b> | <b>\$ 11,295</b> |

**MATCHING RESOURCES:**

N/A N/A  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**TOTAL MATCHING RESOURCES:** N/A

**MATCH REQUIREMENTS FOR CONTRACT:**    % N/A    AMOUNT: N/A

**OTHER PROGRAM RESOURCES (Identify):**

| SOURCE                        | FUNDING PERIOD | AMOUNT      |
|-------------------------------|----------------|-------------|
|                               |                |             |
|                               |                |             |
|                               |                |             |
|                               |                |             |
|                               |                |             |
|                               |                |             |
|                               |                |             |
| <b>TOTAL OTHER RESOURCES:</b> |                | <b>\$ -</b> |

**EXPENDITURES**

| <b>CATEGORY</b>       | <b>FUND SOURCE<br/>EHP</b> | <b>FUND SOURCE</b> | <b>FUND SOURCE</b> | <b>FUND SOURCE</b> | <b>FUND SOURCE</b> | <b>FUND SOURCE</b> | <b>TOTAL</b>     | <b>OTHER RESOURCES</b> |
|-----------------------|----------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|------------------|------------------------|
| Salaries/Wages        |                            |                    |                    |                    |                    |                    | \$ -             |                        |
| Benefits              |                            |                    |                    |                    |                    |                    | -                |                        |
| Supplies/Minor Equip. |                            |                    |                    |                    |                    |                    | -                |                        |
| Prof. Services        |                            |                    |                    |                    |                    |                    | -                |                        |
| Postage               |                            |                    |                    |                    |                    |                    | -                |                        |
| Telephone             |                            |                    |                    |                    |                    |                    | -                |                        |
| Mileage/Fares         |                            |                    |                    |                    |                    |                    | -                |                        |
| Meals                 |                            |                    |                    |                    |                    |                    | -                |                        |
| Lodging               |                            |                    |                    |                    |                    |                    | -                |                        |
| Advertising           |                            |                    |                    |                    |                    |                    | -                |                        |
| Leases/Rentals        |                            |                    |                    |                    |                    |                    | -                |                        |
| Insurance             |                            |                    |                    |                    |                    |                    | -                |                        |
| Utilities             |                            |                    |                    |                    |                    |                    | -                |                        |
| Repairs/Maint.        |                            |                    |                    |                    |                    |                    | -                |                        |
| Client Flex Funds     |                            |                    |                    |                    |                    |                    | -                |                        |
| Printing              |                            |                    |                    |                    |                    |                    | -                |                        |
| Dues/Subscrip.        |                            |                    |                    |                    |                    |                    | -                |                        |
| Regis./Tuition        |                            |                    |                    |                    |                    |                    | -                |                        |
| Machinery/Equip.      |                            |                    |                    |                    |                    |                    | -                |                        |
| Administration        |                            |                    |                    |                    |                    |                    | -                |                        |
| Indirect              |                            |                    |                    |                    |                    |                    | -                |                        |
| Miscellaneous         |                            |                    |                    |                    |                    |                    | -                |                        |
| Flex Funds            | 11,295                     |                    |                    |                    |                    |                    | 11,295           |                        |
| Misc. Construction    |                            |                    |                    |                    |                    |                    | -                |                        |
| Acquisition           |                            |                    |                    |                    |                    |                    | -                |                        |
| Relocation            |                            |                    |                    |                    |                    |                    | -                |                        |
|                       |                            |                    |                    |                    |                    |                    | -                |                        |
| <b>TOTAL</b>          | <b>\$ 11,295</b>           | <b>\$ -</b>        | <b>\$ -</b>        | <b>\$ -</b>        | <b>\$ -</b>        | <b>\$ -</b>        | <b>\$ 11,295</b> | <b>\$ -</b>            |

**EXPENDITURE NARRATIVE**

| <b>AMOUNT</b> | <b>CATEGORY</b> | <b>NARRATIVE</b> (provide justification describing each category supported with funds awarded under this contract) |
|---------------|-----------------|--|
| 11,295        | Flex Funds      | Cost of Flex Funds distributed to First Responders   |
| \$ 11,295     | TOTAL           |  |

**DETAIL SALARIES / WAGES**

| POSITION | FUND SOURCE | % OF TIME TO FUND SOURCE | TOTAL MONTHLY | MONTHLY CHARGE TO FUND SOURCE | # OF MONTHS | TOTAL CHARGE TO FUND SOURCE |
|----------|-------------|--------------------------|---------------|-------------------------------|-------------|-----------------------------|
| N/A      |             |                          |               |                               |             |                             |

TOTAL: \$0

NOTE: Above figures may reflect rounding



# *Index #16*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 13, 2020**

|   |                                   |            |
|---|-----------------------------------|------------|
| <b>AGENDA ITEM:</b><br>Community Development Block Grant – Program Years 2020 & 2021 Funding Allocations                                    | <b>AGENDA SECTION:</b><br>Consent |            |
| <b>PREPARED BY:</b><br>Amy Hess, Associate Planner  | <b>APPROVED BY:</b>               |            |
| <b>ATTACHMENT:</b><br>1. CDBG – Program Years (PYs) 2020 & 2021 Funding Recommendation<br>2. Exhibit A – Funding Recommendation Spreadsheet | <b>MAYOR</b>                      | <b>CAO</b> |
|   |                                   |            |

**DESCRIPTION:**

It is anticipated that the City of Marysville will receive approximately \$355,415 and \$345,000 in Community Development Block Grant (CDBG) funding for program years (PY) 2020 & 2021, respectively. Unexpended balances from prior year projects, approximately \$11,030, are included in the allocation for PY2020. On September 21, 2019, the Community Development Department released both capital projects and public service grant applications.

Five (5) capital project applications and six (6) public services applications were submitted for each Program Year. One capital project was determined to be an ineligible activity. The Citizen Advisory Committee (CAC) was provided copies of the grant applications, and a summary indicating each grant application met a national objective, are eligible activities and meet the strategies and objectives identified in the 2015-2019 Consolidated Plan.

On November 14, 2019 the CAC held a public meeting allowing each applicant to present their proposed projects, to evaluate each application in accordance with the scoring criteria outlined in the capital project and public service applications. An additional meeting was held on December 6<sup>th</sup>, 2019 to determine a funding recommendation to City Council. Attached are the CACs funding recommendations for PYs 2020 & 2021.

**RECOMMENDED ACTION:**

Approve the Citizen Advisory Committee’s funding recommendations for Program Years 2020 & 2021, and direct staff to notify each subrecipient of the approved funding recommendations and prepare a Program Year 2020 Annual Action Plan in accordance with the 2015-2019 and 2020-2024 Consolidated Plans.

**COUNCIL ACTION:**



COMMUNITY DEVELOPMENT DEPARTMENT  
80 Columbia Avenue ♦ Marysville, WA 98270  
(360) 363-8100 ♦ (360) 651-5099 FAX

## CDBG - Program Years (PYs) 2020 & 2021 Funding Recommendation

The Citizen Advisory Committee (CAC) for Housing and Community Development, having held a public meeting, on November 14, 2019, in review of Program Years (PY) 2020 & 2021 Community Development Block Grant (CDBG) applications for both Capital Projects and Public Services, in accordance with the City of Marysville 2015 – 2019 Consolidated Plan (ConPlan) that was approved by the U.S. Department of Housing and Urban Development (HUD), and having considered the exhibits and testimony presented, does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

### FINDINGS:

1. The City of Marysville has anticipated receiving approximately \$345,000 in CDBG funding for PY 2020 & 2021, respectively.
2. Unexpended balances from prior year projects, approximately \$11,030, is also available for allocation.
3. On September 21, 2019 the Community Development Department released both capital projects and public service grant applications.
4. A total of five (5) Public Facility and Infrastructure (PF&I) and six (6) Public Service (PS) applications were received.
5. The CAC reviewed each grant application to ensure that each project and service met a national objective, was an eligible activity and met the strategies and objectives identified in the ConPlan. One PF&I application was determined to be an ineligible activity.
6. Funding requested in the grant applications for each program year exceeded that of the approximately \$345,000 in anticipated funding from HUD.
7. The CAC held a public meeting on November 14, 2019 allowing each eligible applicant to present their PF&I Project and Public Service applications to the CAC and to evaluate each application in accordance with the scoring criteria outlined in the Capital Project and Public Service applications, and make a funding recommendation to City Council for PY's 2020 & 2021.

### CONCLUSIONS:

At a meeting held on December 6, 2019, the CAC recommended funding the Capital Projects, Public Services, and Administration as reflected in the spreadsheet attached hereto as **Exhibit A**.

### RECOMMENDATION:

Forwarded to the Marysville City Council as a Recommendation to provide CDBG funding for the Capital Projects, Public Services, and Administration as reflected in the spreadsheet attached hereto as **Exhibit A** this **9<sup>th</sup> day of December, 2019**.

By:   
Greg Kanehen, CAC Chair

## EXHIBIT A

| Organization                          | Activity                      | PY2020 Request   | PY2021 Request   | PY2020 CAC Recommendation | PY2021 CAC Recommendation |
|---------------------------------------|-------------------------------|------------------|------------------|---------------------------|---------------------------|
| <b>CAPITAL PROJECTS (65% minimum)</b> |                               |                  |                  |                           |                           |
| City of Marysville Parks              | Cedar Field Playground        | \$160,000        | \$0              | \$78,115                  |                           |
| Homage Senior Services                | Minor Home Repair             | \$95,000         | \$100,000        | \$95,000                  | \$100,000                 |
| City of Marysville PW                 | Crosswalk Improvement Program | \$0              | \$150,000        |                           | \$81,200                  |
| Boys & Girls Club of Snohomish County | Capital Upgrades              | \$62,900         | \$47,100         | \$62,900                  | \$47,100                  |
| <b>TOTAL</b>                          |                               | <b>\$317,900</b> | <b>\$297,100</b> | <b>\$236,015</b>          | <b>\$228,300</b>          |

| Organization                         | Activity                              | PY2020 Request   | PY2021 Request   | PY2020 CAC Recommendation | PY2021 CAC Recommendation |
|--------------------------------------|---------------------------------------|------------------|------------------|---------------------------|---------------------------|
| <b>PUBLIC SERVICES (15% maximum)</b> |                                       |                  |                  |                           |                           |
| Housing Hope                         | Beachwood Apartments                  | \$18,408         | \$18,958         | \$18,400                  | \$17,500                  |
| Homage Senior Services               | Meals on Wheels                       | \$15,000         | \$20,000         | \$15,000                  | \$14,700                  |
| Interfaith Association NW WA         | Miracle House                         | \$23,159         | \$23,159         | \$0                       | \$0                       |
| Volunteers of America                | Maud's House Emergency Womens Shelter | \$50,130         | \$50,130         | \$0                       | \$0                       |
| Domestic Violence Services           | Prevention/Education Program          | \$10,000         | \$10,000         | \$0                       | \$0                       |
| Marysville Community Food Bank       | Food for Thought Backpack Program     | \$20,000         | \$20,000         | \$20,000                  | \$19,500                  |
| <b>TOTAL</b>                         |                                       | <b>\$136,697</b> | <b>\$142,247</b> | <b>\$53,400</b>           | <b>\$51,700</b>           |

| Organization                        | Activity                    | PY2020 Request | PY2021 Request | PY2020 CAC Recommendation | PY2021 CAC Recommendation |
|-------------------------------------|-----------------------------|----------------|----------------|---------------------------|---------------------------|
| <b>ADMINISTRATION (20% maximum)</b> |                             |                |                |                           |                           |
| City of Marysville                  | Planning and Administration | \$66,000       | \$66,000       | \$66,000                  | \$65,000                  |
| PY2020 Anticipated Allocation       |                             | \$356,100      |                | \$355,415                 |                           |
| PY2021 Anticipated Allocation       |                             |                | \$345,000      |                           | \$345,000                 |

## CAC RECOMMENDATION FOR PY2020

|                                |                  |               |                    |
|--------------------------------|------------------|---------------|--------------------|
| <b>PY2020 Capital Projects</b> | <b>\$236,015</b> | <b>66.28%</b> | <b>65% minimum</b> |
| <b>PY2020 Public Services</b>  | <b>\$53,400</b>  | <b>15.00%</b> | <b>15% maximum</b> |
| <b>PY2020 Administration</b>   | <b>\$66,000</b>  | <b>18.53%</b> | <b>20% maximum</b> |
| <b>PY2020 TOTAL</b>            | <b>\$355,415</b> | <b>99.81%</b> |                    |

## CAC RECOMMENDATION FOR PY2021

|                                |                  |                |                    |
|--------------------------------|------------------|----------------|--------------------|
| <b>PY2021 Capital Projects</b> | <b>\$228,300</b> | <b>66.17%</b>  | <b>65% minimum</b> |
| <b>PY2021 Public Services</b>  | <b>\$51,700</b>  | <b>14.99%</b>  | <b>15% maximum</b> |
| <b>PY2021 Administration</b>   | <b>\$65,000</b>  | <b>18.84%</b>  | <b>20% maximum</b> |
| <b>PY2021 TOTAL</b>            | <b>\$345,000</b> | <b>100.00%</b> |                    |

# *Index #17*

## CITY OF MARYSVILLE

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: January 13, 2020**

|  |  |            |
|--|--|------------|
| <b>AGENDA ITEM:</b><br>Washington State Department of Commerce Grant Award to the City of Marysville | <b>AGENDA SECTION:</b><br>New Business |            |
| <b>PREPARED BY:</b><br>Chris Holland, Planning Manager   | <b>APPROVED BY:</b>                    |            |
| <b>ATTACHMENT:</b><br>1. Grant Award Notification<br>2. Contract<br>3. Scope of Work                 |  |            |
|  | <b>MAYOR</b>                           | <b>CAO</b> |
| <b>BUDGET CODE:</b>  | <b>AMOUNT:</b>                         |            |

**DESCRIPTION:**

In 2019, the Washington State Legislature created a new grant program under Engrossed Second Substitute House Bill (E2SHB) 1923 which provides a number of eligible land use planning activities for cities to consider implementing to increase urban residential building capacity and streamlining regulations. E2SHB 1923 provided \$5 million for these activities to be prioritized for the 53 cities over 20,000 in population planning under the Growth Management Act (GMA). This program is being administered by the Washington State Department of Commerce.

The City of Marysville has been awarded \$125,000 in grant funds through this program to update its 2009 Downtown Master Plan, the Planned Action Environmental Impact Statement / Ordinance as well as corresponding development regulations in the Marysville Municipal Code. These activities are scheduled to commence in February 2020 and continue through the winter / spring of 2021.

|   |
|---|
| <p><b>RECOMMENDED ACTION:</b></p> <p>Authorize the Mayor to sign the contract for the grant award.</p> <p><b>RECOMMENDED MOTION:</b></p> <p>I move to authorize the Mayor to sign the contract with the Washington State Department of Commerce to receive the grant award in the amount of \$125,000 for the purpose of updating the 2009 Downtown Master Plan, the Planned Action Environmental Impact Statement / Ordinance as well as corresponding development regulations in the Marysville Municipal Code.</p> |
| <p><b>COUNCIL ACTION:</b></p>   |

STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE  
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

November 5, 2019

The Honorable Jon Nehring  
Mayor of Marysville  
1049 State Avenue  
Marysville, Washington 98270

RE: E2SHB 1923 Grant – Increasing Residential Building Capacity

Dear Mayor Nehring:


I am pleased to inform you that the city of Marysville has been awarded \$125,000.00 in grant funds for the 2019-21 Biennium to assist with increasing urban residential building capacity and streamlining regulations. The Washington State Legislature created this new grant program under Engrossed Second Substitute House Bill (E2SHB) 1923 (Chapter 348, Laws of 2019), which provides a number of eligible land use planning activities for cities to consider implementing to increase housing capacity.

Your jurisdiction recently submitted a grant application, identifying actions it intends to develop and adopt, as well as its grant funding need to assist with this work. Your scope of work and budget must be consistent with the scope of work and budget included in your grant application.

This grant will be administered by the Washington Department of Commerce, Growth Management Services unit. Before we disburse the funds, a contract with an agreed upon scope of work and budget will need to be executed between your organization and the Department of Commerce. Funds may be retroactively applied to project costs related to your grant scope of work, beginning July 28, 2019, the effective date of E2SHB 1923.

Matt Ojennus, Senior Planner is available to help you if you have any questions. Please call (360) 725-4047 or [matthew.ojennus@commerce.wa.gov](mailto:matthew.ojennus@commerce.wa.gov) for assistance with this contract going forward.

Sincerely,



Dave Andersen, AICP  
Managing Director  
Growth Management Services

cc: Jeff Thomas, Community Development Director  
Matt Ojennus

### Scope of Work

| <b>Action 1:</b> Adopt a subarea plan pursuant to RCW 43.21C.420. |   |                   |                 |
|---|---|-------------------|-----------------|
| <b>Steps/<br/>Deliverables</b>                                    | <b>Description</b>  | <b>Start Date</b> | <b>End Date</b> |
| Action 1  | Adopt a subarea plan pursuant to RCW 43.21C.420. Specifically, repeal the existing <i>Downtown Master Plan</i> and replace with a new Downtown Plan with potentially a more expansive boundary, streamlined zoning, and modified standards. | 02.01.20          | 03.29.21        |
| Step 1.1  | Request for proposal (RFP) for professional services.   |                   | 02.28.20        |
| Step 1.2  | Visioning process engaging with community members, business members and key stakeholders.   |                   | 04.30.20        |
| Step 1.3  | Identify key recommendations and implementation strategies, including boundary, development options, transportation, utilities, street improvements, parks and trails   |                   | 06.05.20        |
| Step 1.4  | Establish design guidelines or standards to direct new development to meet public as well as private objectives.  |                   | 07.31.20        |
| Step 1.5  | Develop recommendations to Planning Commission  |                   | 08.28.20        |
| Step 1.6  | Present recommended amendments to Planning Commission   |                   | 09.22.20        |
| Deliverable 1   | Draft Sub Area Plan Ordinance and Staff Report  |                   | 12.22.20        |
| Step 1.7  | Prepare notices, distribute information and conduct public hearings before the Planning Commission  |                   | 12.22.20        |
| Step 1.8  | Make amendments based on public input from the community and Planning Commission.   |                   | 01.29.21        |
| Step 1.9  | Present to City Council and finalize Ordinance for Council Adoption.  |                   | 02.22.21        |
| Deliverable 2   | Adopted Sub Area plan Ordinance   |                   | 03.29.21        |



**Scope of Work**

| <b>Action 2: Update Planned Action Environmental Impact Statement (EIS).</b> |   |                   |                 |
|--|---|-------------------|-----------------|
| <b>Steps/<br/>Deliverables</b>   | <b>Description</b>                                    | <b>Start Date</b> | <b>End Date</b> |
| Action 2   | Update Planned Action EIS.                            | 02.01.20          | 03.29.21        |
| Step 2.1   | Evaluate different boundaries and development options |                   | 07.28.20        |
| Step 2.2   | Evaluate environmental impacts of development options |                   | 09.29.20        |
| Step 2.3   | DRAFT Update of Planned Action EIS                    |                   | 01.29.21        |
| Step 2.4   | Designate the Planned Action Projects by Ordinance    |                   | 02.22.21        |
| Deliverable 3  | Adopted Update of Planned Action Ordinance            |                   | 03.29.21        |

**Scope of Work**

| <b>Action 3: Adopt a form-based code in one or more zoning districts that permit residential uses. "Form-based code" means a land development regulation that uses physical form, rather than separation of use, as the organizing principle for the code.</b> |   |                   |                 |
|--|---|-------------------|-----------------|
| <b>Steps/<br/>Deliverables</b>   | <b>Description</b>  | <b>Start Date</b> | <b>End Date</b> |
| Action 3   | Adopt a form-based code within the Downtown Master Plan area.   | 02.01.20          | 03.29.21        |
| Step 3.1   | Request for proposal (RFP) for professional services.   |                   | 02.28.20        |
| Step 3.2   | Establish form-based design guidelines or standards to direct new development to meet public as well as private objectives. |                   | 07.31.20        |
| Step 3.3   | Develop recommendations to Planning Commission  |                   | 08.28.20        |
| Step 3.4   | Present recommended amendments to Planning Commission   |                   | 09.29.20        |
| Deliverable 4  | Draft form-based code and Staff Report  |                   | 12.22.20        |
| Step 3.5   | Prepare notices, distribute information and conduct public hearings before the Planning Commission                          |                   | 12.22.20        |
| Step 3.6   | Make amendments based on public input from the community and Planning Commission.   |                   | 01.29.21        |

|               |  |  |          |
|---------------|--|--|----------|
| Step 3.7      | Present to City Council and finalize Ordinance for Council Adoption. |  | 02.22.21 |
| Deliverable 5 | Adopt Form-based code Ordinance                                      |  | 03.29.21 |

## Budget

| <b>Deliverables</b>  | <b>Commerce Funds</b> | <b>Other Funds<br/>[If applicable]</b> |
|--|-----------------------|--|
| <i>Deliverable 1.</i> Draft Sub Area Plan Ordinance and Staff Report | \$42,000              | \$0.00                                 |
| <i>Deliverable 2.</i> Adopted Sub Area Plan Ordinance                | \$18,000              | \$0.00                                 |
| <i>Deliverable 3.</i> Adopt Update of Planned Action Ordinance       | \$30,000              | \$0.00                                 |
| <i>Deliverable 4.</i> Draft form-based code and Staff Report         | \$24,500              | \$0.00                                 |
| <i>Deliverable 5.</i> Adopt form-based code Ordinance                | \$10,500              | \$0.00                                 |
| <i>Total:</i>  | \$125,000             | \$0.00                                 |

# *Index #18*

**CITY OF MARYSVILLE AGENDA BILL  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 01/13/2020**

|  |                           |
|--|---------------------------|
| <b>AGENDA ITEM:</b>  |                           |
| AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AUTHORIZING THE MAXIMUM CAPACITY OF A LOCAL SALES AND USE TAX; CREATING THE AFFORDABLE AND SUPPORTIVE HOUSING SALES TAX CREDIT FUND; ADDING A NEW CHAPTER 3.105 TO THE MARYSVILLE MUNICIPAL CODE |                           |
| <b>PREPARED BY:</b>  | <b>DIRECTOR APPROVAL:</b> |
| Sandy Langdon, Finance Director  |                           |
| <b>DEPARTMENT:</b>   |                           |
| Finance  |                           |
| <b>ATTACHMENTS:</b>  |                           |
| Draft Ordinance  |                           |
| <b>BUDGET CODE:</b>  | <b>AMOUNT:</b>            |
|  |                           |
| <b>SUMMARY:</b>  |                           |

The 2019 Legislative authorized a sales tax credit for assistance in providing affordable and supportive housing for a 20-year period. The credit is funded by the state’s portion of the sales and use tax and is not an addition to the current sales tax rate. The rate is either .0073% or .0146% if the city has a qualifying local tax. The City qualifies for .0073%, an estimate of \$90,000 annually.

Allowed uses of funds:

- (1) Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services under RCW 71.24.385; or
- (2) Funding the operations and maintenance costs of new units of affordable or supportive housing; or
- (3) Providing rental assistance to tenants (at or below 60% of the median income of the county or city).

In September 2019, this program was presented to council and Resolution 2475 was approved to acknowledge interest in the program. In order to receive funds an Ordinance adopting the sales tax needs to be approved prior to 7/27/2020. The credit will be effective no sooner than 30 days after notice to the Department of Revenue.

|  |
|--|
| <p><b>RECOMMENDED ACTION: Staff recommends</b></p> <p>Approve Ordinance</p> <p><b>RECOMMENDED MOTION</b></p> <p>I move to approve Ordinance _____ authorizing the maximum capacity of a local sales and use tax; creating the Affordable and Supportive Housing Sales Tax Credit Fund; adding a new Chapter 3.105 to the Marysville Municipal Code</p> |
|--|

**[DRAFT]**  
**CITY OF MARYSVILLE**  
 Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AUTHORIZING THE MAXIMUM CAPACITY OF A LOCAL SALES AND USE TAX; CREATING THE AFFORDABLE AND SUPPORTIVE HOUSING SALES TAX CREDIT FUND; ADDING A NEW CHAPTER 3.105 TO THE MARYSVILLE MUNICIPAL CODE.**

WHEREAS, during the 2019 Washington State Legislature passed Substitute House Bill 1406 that was signed into law as Chapter 338, Laws of 2019 and codified at RCW 82.14.540; and

WHEREAS, state law authorizes cities and counties to impose a sales and use tax to encourage investments in affordable and supportive housing; and

WHEREAS, the City Council adopted Resolution 2475 on September 10, 2019 declaring the City's intent to adopt legislation to authorize the maximum capacity of the tax authorized by RCW 82.14.540; and

WHEREAS, to collect the tax, a city must adopt an ordinance authorizing the tax within one year of the effective date of the Substitute House Bill 1406, or July 28, 2020; and

WHEREAS, assistance in providing affordable and supportive housing enhances public health and welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1. A new chapter 3.105 is added to the Marysville Municipal Code as set forth in Exhibit A.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 3. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 4. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_  
\_\_\_\_\_, DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

Date of publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_

## **EXHIBIT A**

### Chapter 3.105

## **AFFORDABLE AND SUPPORTIVE HOUSING SALES TAX CREDIT FUND**

Sections:

- |           |                    |
|-----------|--------------------|
| 3.105.010 | Imposition.        |
| 3.105.020 | Purpose of Fund.   |
| 3.105.030 | Operation of Fund. |

#### 3.105.010 Imposition.

The sales and use tax authorized by RCW 82.14.540 is imposed at the maximum rate authorized by the statute of 0.0073 percent of the selling price or value of the article used. The imposition and collection of the tax and the use of its proceeds will comply with the requirements of RCW 82.14.540.

#### 3.105.020 Purpose of Fund.

The affordable and supportive housing tax credit fund is created to carry out the permitted uses authorized by RCW 82.14.540.

#### 3.105.030 Operation of Fund.

The moneys collected under this section may be used only for the following purposes and in conformance with RCW 82.14.540:

- (1) Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services under RCW 71.24.385; or
- (2) Funding the operations and maintenance costs of new units of affordable or supportive housing; or
- (3) providing rental assistance to tenants.

#### 3.105.040 Expiration of Tax

The tax imposed by this chapter expires twenty (20) years after the date on which the tax is first imposed.